



§363(h) and F.R.B.R. 7001(3). Venue properly lies in this judicial district pursuant to 28 U.S.C. §1409(a), in that the instant adversary proceeding is related to the above-captioned case under title 11 of the United States Code which is still pending.

4. There are two hundred four (204) condominium units in the Hearthwood North I condominium regime. The debtor owns approximately 19 units which were acquired generally from a failure of owners to pay the HOA dues. A list of the owners of the 204 units is attached to this complaint as Exhibit “A”. The trustee will serve personally each owner of a unit or will obtain a stipulation acknowledging receipt of the complaint and consent to a judgment granting the relief sought in this complaint.
5. §363(h) of the Bankruptcy Code gives the trustee the power to sell both the estate’s interest and the interest of any co-owner in property in which the debtor has an undivided interest as a tenant in common if
  - A. Partition in kind among the debtor’s units and the other co-owners’ units is impracticable;
  - B. Sale of the estate’s undivided interest in such property would realize significantly less for the estate than sale of such property free of the interests of such co-owners;
  - C. The benefit to the estate of a sale of such property free of the interests of the co-owners outweighs the detriment, if any, to such co-owners; and
  - D. The property is not used in the production, transmission, or

distribution, for sale, of electric energy or of natural or synthetic gas for heat, light, or power.

6. The Condominium Declaration for this debtor grants the unit owners an undivided interest in the Common Elements owned as tenants in common in accordance with their respective percentages of ownership. A copy of the Condominium Declaration is attached as Exhibit “B” and gives the legal description of the 9.03 acres of land that comprises the condominium regime.
7. The sale of the entire tract of land is the only practicable disposition of the interests. Partition in kind among the individual unit owners is impracticable.
8. Sale of the undivided interests of the estate’s approximate 15 units would realize significantly less for the estate than the sale of such property free of the interests of the other 189 co-owners.
9. The benefit to the estate of a sale of the estate’s property free of the interests of the co-owners outweighs the detriment, if any, to such co-owners.
10. This condominium is not involved in the production, transmission, or distribution, for sale, of electric energy or of natural or synthetic gas for heat, light, or power.

FOR THESE REASONS, James W. Cunningham asks this Court to

- Authorize him to sell both the estate’s interest and the interest of all co-owners in the 9 acres that comprise the legal description of the Hearthwood North I condominium regime;
- Authorize the sale as free and clear of any liens with liens to attach to the proceeds of the respective unit owner’s interest; and
- Grant any other relief this Court may deem appropriate.

October 4, 2013

/s/ Daniel J. Sherman  
**Daniel J. Sherman**  
State Bar No. 18241000  
SHERMAN & YAQUINTO, L.L.P.  
509 N. Montclair Avenue  
Dallas, TX 75208-5498  
214/942-5502 Fax: 214/946-7601  
ATTORNEY FOR  
JAMES W. CUNNINGHAM, TRUSTEE

Exhibit “B”, The Declaration of Condominium for Hearthwood North I, is over 74 pages and has been provided only to the Court. A copy of Exhibit “B” will be provided to any party that contacts the trustee’s attorney requesting a copy.

## EXHIBIT A

Unit #	Owner
111	Alliant Properties LLC Series E
112	House, James Stuart
113	Mould, Anna
114	Brisco, Andrew
115	Dang, Nhan Thi
116	Sariles, Luis a & Doris E
121	Alliant Properties LLC Series E
122	Sharma, J K
123	Narciso, Jose & Joyce
124	Flewellen, Andre
125	Lin, Shou Ju & Huang Shao Huan
126	Theresa & Edgardo C DeGuia
131	Gian, Jack J
132	Matthews, Edward L
133	Boone, Patrice M
134	Le Ha
135	James K Davis & London Shot Wilson
136	Weber, June E
211	JPMmorgan Chase Bank
212	Phillips, Wendell
213	Le, Ha
214	Lo, Foong Foong
215	Hearthwood North I HOA

## EXHIBIT A

Unit #	Owner
216	Green Extreme Homes CDC
217	Ticzon, Eugene c
218	Hearthwood North I Assoc, Inc
221	Reed, Charles
222	Reyna, Asencion Ray
223	Ayub, Ijaz
224	Hearthwood North I Assoc, Inc
225	Li, Jin Dong
226	Li, Jin Rong
227	Flores, Ferreol
228	Donald Thompson
231	Fuentes, Yesenia
232	Pugh Properties LLC
233	Cassidy, John A, Trustee
234	Troupe, Damond
235	Hearthwood North I Assoc, Inc
236	Estate of Hyme Schnitzer
237	Rogers, Brian & Colleen
238	Rogers, Brian & Colleen
311	Li, Jin Fan
312	Rizvi Khalid & Khizar Rafia
313	Ali, Dehab
314	Latif, Khalid

## EXHIBIT A

Unit #	Owner
315	Le, Duc
316	Salas, Sergio
317	Le, Duc Hong
318	Johnson, Jeffery & Griffin, Robert
321	Hanggodo, Sentiani
322	James K Davis & London Wilson, Jr.
323	Catala, Miguel G.
324	James K Davis & London Shot Wilson
325	Luu, Gary
326	Hearthwood North I Assoc, Inc
327	Gauthier, Felicia A
328	Laci, Gezim & Mirjan Laci
331	Hearthwood North I Assoc., Inc.
332	Bams Holdings LLC
333	Kang, Pung Sung & Soon Ja
334	Nabar, Deodatta
335	Gray, James H et al
336	Chang, Chen Ping
337	HT Solutions Inc
338	Le, Duc H
411	Bala, Teferi D.
412	ABRAMS 412 LLC
413	DANG, NHUT

## EXHIBIT A

Unit #	Owner
414	CHANG, MING CHE
415	ADUGNA, DERIB
416	MATTHEWS, EDWARD L
417	Realvestors LLC
418	Hearthwood North I Assoc, Inc
421	RIZVI, HASSAN
422	RIZVI, HASSAN
423	ESTRELLA, MANOLITO & ROSARIO
424	JUSTINIANI, FLOR P
425	CALMA, JOHN
426	Hearthwood North I Assoc, Inc
427	FOWLES, CRAIG T
428	HICKMAN, STEVEN C
431	HUANG, ZHENG
432	MCCOY, MICHAEL L
433	Redig, Richard R
434	MEDINA, GILBERT JR
435	TANZIE, ANNISHA M
436	GRIFFIN, HAROLD ROBERT
437	ANYIKE, GRACE
438	LESTER, JOHN P
511	ACOSTA, ELIAS ROBERTO
512	TSO, JIM & GAHBING



## EXHIBIT A

Unit #	Owner
513	MCCOY, MIKE L
514	CHOU, SHIRMY
515	MCCOY, MICHAEL L
516	Semyon & Boris Olshansky
517	HOUSE, JAMES STUART
518	HEBERT, YON YE
521	KARIMI, PARVIZ
522	HOUSE, JAMES S
523	LEE, STEVE B
524	GONG, XINYI & YEOU DONG
525	LEE, STEVE B
526	TEXAS PREMIER REAL ESTATE GROUP LLC
527	MATTHEWS, EDWARD L
528	JOHNSEY, DOROTHY N EST OF
531	JASON CHICUONG & ALICE CHUNMEI HUANG
532	HUDSON, RENEE
533	BOTEJU, ANTHONY & BERNARD
534	CHUNG, HOAI MY
535	TRAN, HOANG LE
536	SARGENT, MARY ELLEN
537	DONG, YEOU &
538	ADDAJ, NADIA
611	Hearthwood North I Assoc., Inc

## EXHIBIT A

Unit #	Owner
612	HERNANDEZ, GLORIA
613	Hamilton, Melba
614	MORALES, JESUS CARLOS
615	BOTEJU, BERNARD
616	A & L ENGINEERING AND CONSULTING INC
617	Tabije, Estrelita
618	Williams, Dorothy
621	WILLIAMS, JERVIS
622	Yeh, Joseph
623	Ngo, Van Tuyet
624	Hearthwoo North HOA
625	Miguel Hernandez
626	BONILLA, ROMEO E
627	EDWARD CM HAN & ZHOU LI QING
628	ZHANG, XUE LIANG
631	TSO, JIM &
632	Hearthwood North I Condo or
	Prince C. Nwaorgu
633	Hearthwood North I Assoc, Inc
634	JEZARI, ARMIN J
635	NGO, CHIEUANH BUI
636	Residential Funding Co. LLC % JPMorgan Chase Bank
637	WEBER, JUNE E

## EXHIBIT A

Unit #	Owner
638	Wilson, London Jr
711	Wilson, London Jr
712	RAMIREZ, RICHMOND
713	Tran, Lan
714	MIRASOL, ESTRELLA C
715	DUONG, LINH KIM
716	LIU, MEIHSIA
717	BOTEJU, BERNARD
718	RIZVI, WAJIHA
721	RUMBAUGH, CHRISTOPHER L
722	ZHANG, OU &
723	KNIGHT, WILLIAM P
724	Hearthwood North I Assoc, Inc
725	Burwell, Harold S.
726	CHANG, MING C
727	Hearthwood North I Condo
728	ST CLAIR, ANITA J
731	Le, Duc
732	Alliant Properties LLC Series E
733	Hearthwood North I Assoc, Inc
734	EMILIA M & ROBERT T JOAQUIN
735	CHING YI LIN & YUNG CHIEH LIAO
736	ESPINOSA, ROGELIO

## EXHIBIT A

Unit #	Owner
737	GONG, XINYI & YEOU DONG
738	Theresa & Edgardo C DeGuia
811	BOTEJU, BERNARD
812	BOKHARI, WAQAR
813	Bams Holdings LLC
814	YAN WENHAO & DANNY PHAN
815	BAXTER, EDMUND F JR
816	Hearthwood North I Assoc, Inc
821	BOSTON, P TALMADGE % MARC LUZZATTO
822	NDABA, HENRY & MARIE NDAYIRAGIJE
823	BANK OF AMERICA
824	Peng, Linan
825	JAMET & ELIZABETH ABDULAI
826	SAMUEL, MATHEW C
831	ARAGAW, DEMESSIE
832	HARRISON, MARTHA SUSAN
833	ROESCHLEY, LUCAS & SARAH
834	HOWARD, EVERETT L
835	Ball, Dora
836	HOWARD, EVERETT L & CLEO M
911	Hearthwood North I Assoc., Inc.
912	Ren Yibo & Dean Liu
913	Mond, Jeffrey A

## EXHIBIT A

Unit #	Owner
914	NADBY, NOAM
915	HAMILTON, AINA ABIMBOLA
916	Le, Duc
917	PEDRO J SANCHEZ & HENELY TAVAREZ
918	NGO CHIEUANH BUI
921	Veksler, Eugene
922	Vaughn, Cindy K
923	Mai, Christopher
924	Dong, Yeou & Gong, Xinyi
925	David Wilcox
926	Portman, Hal
927	Chang, Ming Che &
928	Dong, Yeou & Gong, Xinyi
931	Duna, Orlando M & Jo Ann
932	972 Abrams LLC
933	Elpidio & Rubyellen Jambalos
934	Mond, Jeffrey A
935	Guan, Hao
936	Boteju, Anthony & Bernard
937	Williams, Willie Mae
938	Hearthwood North I Condo

**CONDOMINIUM  
RECORDS****DECLARATION OF CONDOMINIUM  
FOR HEARTHWOOD NORTH I A**

2245

150.00 DEED  
0 1 08/16/79

THIS DECLARATION, made and entered into by U.S.  
HOME CORPORATION, a Delaware corporation, as follows:

**W I T N E S S E T H**

WHEREAS, U.S. HOME CORPORATION, a Delaware corporation,  
is the owner of real estate located in the County of Dallas,  
State of Texas, more particularly described on Exhibit A  
attached hereto;

WHEREAS, said U.S. HOME CORPORATION intends to and  
does hereby submit the Parcel (as said term is hereinafter  
defined), together with all buildings, structures, improvements  
and other permanent fixtures of whatsoever kind now or  
hereafter located thereon, and all rights and privileges  
belonging or in anywise pertaining thereto (hereinafter  
called the "Property"), to a condominium regime pursuant to  
Article 1301a of the Revised Civil Statutes of Texas; and

WHEREAS, said U.S. HOME CORPORATION further desires  
to establish for its own benefit and for the mutual benefit  
of all future owners or occupants of the Property or any  
part thereof, and intends that all future owners, occupants,  
mortgagees, and any other persons hereafter acquiring any  
interest in the Property shall hold said interest subject to  
certain rights, easements and privileges in, over and upon  
said premises and certain mutually beneficial restrictions  
and obligations and liens with respect to the proper use,  
conduct and maintenance thereof, hereinafter set forth, all  
of which rights, easements, privileges, restrictions, obligations  
and liens are declared to be in furtherance of a plan to  
promote and protect the co-operative aspects of residence  
on the Property and are established for the purpose of  
enhancing and perfecting the value, desirability and attractiveness  
of the Property;

NOW, THEREFORE, said U.S. HOME CORPORATION, as the  
owner of the real estate hereinbefore described, and for the  
purposes above set forth, declares as follows:

1. Definitions. As used herein, unless the context  
otherwise requires:

(a) "Act" means Article 1301a of the Revised  
Civil Statutes of Texas.

79 160

1310

(b) "Association" means Hearthwood North I Association, Inc., a Texas non-profit corporation.

(c) "Budget" shall mean the budget of the Association reflecting the costs of common elements maintenance.

(d) "Board" means the Board of Directors of the Association.

(e) "Buildings" shall mean the three (3) buildings located or to be located on the Parcel and forming part of the Property and containing Units. The "Buildings" are marked as Building A through Building C, inclusive, on Exhibit A hereto.

(f) "By-Laws" means the By-Laws of the Association.

(g) "Common Elements" means all of the Property except for the Units, and, without limiting the generality of the foregoing, shall include those items defined as "general common elements" in the Act, including the following:

(1) The Parcel;

(2) All foundations, bearing walls and columns, roofs, halls, lobbies, stairways, and entrances and exits or communicationways;

(3) All roofs, yards, and gardens, except as otherwise herein provided or stipulated;

(4) All compartments or installations of central services such as power, light, gas, cold and hot water;

(5) All elevators and elevator shafts;

(6) All recreational areas, swimming pools and the like existing for common use; and

(7) All other elements of the Building or Parcel desirably or rationally of common use or necessary to the existence, upkeep and safety of the condominium regime established by this Declaration.

79160 1911

(h) "Common expenses" means and includes:

- (1) All sums lawfully assessed against the Common Elements by the Managing Agent or Board;
- (2) All expenses of administration and management, maintenance, operation, repair or replacement of and additions to the Common Elements;
- (3) Expenses agreed upon as common expenses by the Unit Owners; and
- (4) Expenses declared to be common expenses by this Declaration or by the By-Laws.

(i) "Council of Co-Owners" means all of the Unit Owners, which Council of Co-Owners has been or will be incorporated as the Association.

(j) "Declarant" means U.S. HOME CORPORATION, a Delaware corporation, its successors and assigns, provided such successors or assigns are designated in writing by Declarant as a successor or assign of the rights of Declarant set forth herein.

(k) "Declaration" means this instrument, by which the Property is submitted to the provisions of the Act, as hereinafter provided, and such Declaration as amended from time to time.

(l) "Family Group" means a group consisting of all Occupants residing in a Unit or more than one Unit used together.

(m) "Limited Common Elements" means all Common Elements serving exclusively a single Unit or one or more adjoining Units as an inseparable appurtenance thereto, the enjoyment, benefit or use of which is reserved to the lawful Occupants of such Unit or Units either in this Declaration, on the Plat or by the Board. Limited Common Elements shall include, but shall not be limited to, carport parking areas, located as shown on Exhibit A and appurtenant to the respective Units as set out on Exhibit B, balcony and patio areas accessible only from a Unit and storage areas appurtenant to a specific Unit only, hallways and elevators adjacent to or serving only a Unit or Units, as well as "air handlers", pipes, ducts, electrical

79160 1912



wiring and conduits located entirely within a Unit or adjoining Units and serving only such Unit or Units, and such portions of the perimeter walls, floors and ceilings, doors, vestibules, windows, and entryways, and all associated fixtures and structures therein, as lie outside the Unit boundaries.

(n) "Majority" or "majority of the Unit Owners" means the owners of more than fifty percent (50%) of the undivided ownership of the Common Elements. Any specific percentage of Unit Owners means that percentage of Unit Owners who in the aggregate own such specified percentage of the entire undivided ownership of the Common Elements.

(o) "Mortgage" means a mortgage or deed of trust covering a Unit and the undivided interest in the Common Elements appurtenant thereto.

(p) "Mortgagee" means a beneficiary under a Mortgage.

(q) "Occupant" means a person or persons in possession of a Unit, regardless of whether said person is a Unit Owner.

(r) "Parcel" means that certain parcel or tract of real estate identified as Phase I on Exhibit A attached hereto and by this reference made a part hereof.

(s) "Person" means a natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

(t) "Phase II" shall mean that certain parcel or tract of real estate identified as Phase II on Exhibit A attached hereto and by this reference made a part hereof.

(u) "Phase III" shall mean that certain parcel or tract of real estate identified as Phase III on Exhibit A attached hereto and by this reference made a part hereof.

(v) "Plat" means the survey of the Parcel and the floor and elevation plans and drawings of all Units in the Property, attached hereto as Exhibit A and by this

79160 (913)

reference made a part hereof. The Plat contains a description of the Parcel, the location of the Buildings on the Parcel with the Buildings denoted by Number and a description and location for each Unit.

(w) "Property" means all the land, property and space comprising the Parcel, and all improvements and structures erected, constructed or contained therein or thereon, including the Buildings, club house, swimming pool and tennis courts, and all easements, rights and appurtenances belonging thereto, and all furniture, furnishings, fixtures and equipment intended for the mutual use, benefit or enjoyment of the Unit Owners.

(x) "Record" or "Recording" refers to the record or recording in the Office of the County Clerk of Dallas County, Texas.

(y) "Unit" means an enclosed space consisting of one or more rooms occupying all or part of a floor or floors in the Buildings, which enclosed space is not owned in common with the Unit Owners of other Units. Each Unit is numbered as shown on the Plat, and the boundaries of each Unit shall be and are the interior surfaces of its perimeter walls, floors, and ceilings and the exterior boundaries of any balconies and terraces constituting a part thereof; and a Unit includes both the portion of the Buildings so described and the air space so encompassed, excepting Common Elements. Any Unit may be jointly or commonly owned by more than one person. It is intended that the term "Unit" as used in this Declaration shall have the same meaning as the term "Apartment" as used in the Act.

(z) "Unit Owner" means the person or persons whose estates or interests, individually or collectively, aggregate fee simple ownership of a Unit and of the undivided interest in the Common Elements appurtenant thereto, but shall not include those having an interest in a Unit merely as security for the performance of an obligation. Unless specifically provided otherwise herein, Declarant shall be deemed a Unit Owner so long as it is the legal title holder of any Unit.

2. Submission of Property to the Act. Declarant, as the legal title holder in fee simple of the Parcel, expressly intends to, and by recording this Declaration does hereby, submit the Parcel and the Property to the provisions of the

73160 (314

Act; provided, however, nothing contained herein shall submit nor be deemed to submit Phase II or Phase III to the provisions of the Act until Declarant so submits the same pursuant to the provisions of Paragraph 21 of this Declaration. The Property is submitted to the provisions of the Act subject to easements and reservations affecting the Parcel recorded in the Official Public Records of Real Property of Dallas County, Texas.

3. Plat. The Plat sets forth the descriptions, locations and other data, as required by the Act, with respect to (1) the Parcel and its exterior boundaries; (2) the Buildings and each floor thereof; and (3) each Unit.

4. Units. The legal description of each Unit shall consist of the identifying number of such Unit as shown on the Plat. Every deed, lease, mortgage or other instrument shall legally describe a Unit by its identifying number as shown on the Plat and every such description shall be deemed good and sufficient for all purposes, as provided in the Act. Except as provided by the Act, no Unit Owner shall, by deed, plat, court decree or otherwise, subdivide or in any other manner cause his Unit to be separated into any tracts or parcels different from the whole Unit as shown on the Plat.

5. No Partition. The Common Elements shall remain undivided and shall not be the object of any action for partition or division of the co-ownership thereof so long as suitable for a condominium regime, and, in any event, all Mortgages must be paid in full prior to bringing an action for partition or the consent of all Mortgages must be obtained.

6. (a) Association of Unit Owners and Administration and Operation of the Property. There has been or will be formed an Association having the name "Hearthwood North I Association, Inc.", a Texas non-profit corporation, which Association shall be the governing body for all of the Unit Owners, for the maintenance, repair, replacement, administration and operation of the Property, as provided in the Act, this Declaration and the By-Laws. The Board of Directors of the Association shall be elected and shall serve in accordance with the provisions of the By-Laws. The fiscal year of the Association shall be determined by the Board, and may be changed from time to time as the Board deems advisable. The Association shall not be deemed to be conducting a business of any kind. All activities undertaken

29160

1916

by the Association shall be for the sole benefit of the Unit Owners, and all funds received by the Association shall be held and applied by it for the use and benefit of Unit Owners in accordance with the provisions of this Declaration and the By-Laws. Each Unit Owner shall be a member of the Association so long as he is a Unit Owner. A Unit Owner's membership shall automatically terminate when he ceases to be a Unit Owner. Upon the conveyance or transfer of a Unit Owner's ownership interest to a new Unit Owner, the new Unit Owner shall simultaneously succeed to the former Unit Owner's membership in the Association. The aggregate number of votes for all members of the Association shall be one hundred (100) and shall be divided among the respective Unit Owners in accordance with their respective percentages of ownership interest in the Common Elements as set forth in Exhibit B hereto.

(b) Management of Property. The Board shall have the authority to engage the services of an agent (herein sometimes referred to as the "Managing Agent") to maintain, repair, replace, administer and operate the Property, or any part thereof, to the extent deemed advisable by the Board, subject to the provisions of subparagraph (c) below. The Board shall also have the authority (but shall not be obligated) to engage, supervise and control such employees as the Board deems advisable to clean and maintain all or any part of the Units to the extent the Board deems it advisable to provide such services for all or any portion of the Unit Owners. The cost of such services shall be a common expense.

(c) Initial Management Contract. The first Board, appointed as provided herein, may approve an initial management agreement as provided in the By-Laws.

(d) Apartments for Building Personnel. The Board shall have authority to lease, purchase and mortgage one or more residential quarters for a building manager and engineer. All rental or debt service paid by the Association pursuant to any such lease agreement or mortgage shall be a common expense.

(e) Use by Declarant. During the period of sale by the Declarant of any Units, the Declarant and its agents, employees, contractors and sub-contractors, and their respective agents and employees, shall be entitled to access, ingress to and egress from the Building and Property as may be required for purposes of said sale of Units. While the Declarant owns any of the Units and until each Unit sold by

70160 1916

it is occupied by the purchasers, the Declarant and its employees may use and show one or more of such unsold or unoccupied Units as a model Unit or Units and may use one or more of such unsold or unoccupied Units as a sales office, and may maintain customary signs in connection therewith.

(f) Non-Liability of the Directors, Board, Officers, and Declarant. Neither the directors, Board or officers of the Association nor Declarant shall be personally liable to the Unit Owners for any mistake of judgment or for any acts or omissions of any nature whatsoever as such directors, Board, officers, or Declarant, except for any acts or omissions found by a court to constitute gross negligence or fraud. The Unit Owners shall indemnify and hold harmless each of the directors, Board, officers, or Declarant, and their respective heirs, executors, administrators, successors and assigns in accordance with the provisions of the By-Laws, and the Association shall carry such insurance as the Board may prescribe to protect the directors, Board, officers or Declarant under said indemnity.

(g) Board's Determination Binding. In the event of any dispute or disagreement between any Unit Owners relating to the Property, or any questions of interpretation or application of the provisions of the Declaration or By-Laws, such dispute or disagreement shall be submitted to the Board. The determination of such dispute or disagreement by the Board shall be binding on each and all such Unit Owners, subject to the right of Unit Owners to seek other remedies provided by law after such determination by the Board.

7. Ownership of the Common Elements. Each Unit Owner shall be entitled to the percentage of ownership in the Common Elements allocated to the respective Unit owned by such Unit Owner, as set forth in Exhibit B attached hereto and by this reference made a part hereof. Said ownership interest in the Common Elements shall be an undivided interest, and the Common Elements shall be owned by the Unit Owners as tenants in common in accordance with their respective percentages of ownership. The ownership of each Unit shall not be conveyed separate from the percentage of ownership in the Common Elements corresponding to said Unit. The undivided percentage of ownership in the Common Elements corresponding to any Unit shall be deemed conveyed or encumbered with that Unit, even though the legal description in the instrument conveying or encumbering said Unit may refer only to the title to that Unit.

79160 (917

8. Use of the Common Elements. Each Unit Owner shall have the right to use the Common Elements (except the Limited Common Elements and portions of the Property subject to leases made by or assigned to the Board) in common with all other Unit Owners, as may be required for the purposes of access, ingress to, egress from, use, occupancy and enjoyment of the respective Unit owned by such Unit Owner. Such right to use the Common Elements shall extend to not only each Unit Owner, but also to his agents, servants, tenants, family members, customers, invitees and licensees. However, each Unit Owner shall have the right to the exclusive use and possession of the Limited Common Elements serving such Unit alone or with adjoining Units. Such rights to use the Common Elements, including the Limited Common Elements, shall be subject to and governed by the provisions of the Act, Declaration, By-Laws and rules and regulations of the Association. In addition, the Association shall have the authority to rent, lease, grant concessions or grant easements with respect to parts of the Common Elements, subject to the provisions of the Declaration and By-Laws. All income derived by the Association from leases, concessions or other sources shall be held and used for the benefit of the members of the Association, pursuant to such rules, resolutions or regulations as the board may adopt or prescribe.

9. Parking Areas. Carport parking spaces shall be assigned and be part of the Limited Common Elements, and shall be used by such Unit Owners in such manner and subject to such rules and regulations as the Board may prescribe, and carport parking spaces not so used by Unit Owners may be rented or otherwise used in such manner as the Board may prescribe.

10. (a) Common Expenses. Each Unit Owner, including the Declarant, shall pay his proportionate share of the common expenses. Except for its responsibilities as a Unit Owner, as provided herein, the Declarant shall not have any responsibility for the maintenance, repair or replacement of any part of the Common Elements after the date this Declaration is recorded. Such proportionate share of the common expenses for each Unit Owner shall be in accordance with his percentage of ownership in the Common Elements. Payment of common expenses, including any prepayment thereof required by contract for sale of a Unit, shall be in such amounts and at such times as determined in the manner provided in the By-Laws. No Unit Owner shall be exempt from payment of his proportionate share of the common expenses by waiver of non-use or waiver of enjoyment of the Common Elements or Limited

79160 1918

Common Elements or by abandonment of his Unit. If any Unit Owner shall fail or refuse to make any such payment of the common expenses when due, the amount thereof together with interest thereon at the maximum rate as may then be permitted under the laws of the State of Texas, accruing from and after the date that said common expenses become due and payable, shall constitute a lien on the interest of such Unit Owner in the Property and his Unit.

(b) Monthly Assessment. The Budget sets forth and describes for each Unit within the Parcel and for each proposed Unit within Phase II and Phase III an amount designated therein as the "Monthly Assessment". Notwithstanding anything contained in this Declaration to the contrary (including, but without limitation, the terms and provisions of subparagraph (a) above), for a period (hereinafter referred to as the "Initial Period") of one year from and after the first day of the calendar month next following the date of recording of this Declaration, each Unit Owner shall pay and be responsible for monthly, and his proportionate share of the common expenses shall be deemed to be, his respective Monthly Assessment, notwithstanding the fact his proportionate share of the actual common expenses during the Initial Period may be greater or less than his respective Monthly Assessment. If the total Monthly Assessments payable during the Initial Period are greater than the actual common expenses incurred during the Initial Period, such excess shall be thereafter used as the Board may prescribe. However, if the total Monthly Assessments payable during the Initial Period are less than the actual common expenses incurred during the Initial Period, the Board shall prepare and approve a supplemental budget covering the deficiency, copies of which supplemental budget shall be furnished to each Unit Owner, and thereupon a supplemental assessment shall be made on each Unit Owner for his proportionate share of such supplemental budget.

(c) Annual Budgets. Annual budgets for each fiscal year of the Association shall be prepared and adopted by the Board pursuant to the By-Laws; provided, however, the Board shall not adopt a budget requiring assessments for common expenses in an amount exceeding one hundred ten percent (110%) of the common expenses for the preceding year unless the same is approved by a majority of the Unit Owners.

(d) Metered Utilities. Each Unit Owner shall also pay for all utility services, including electricity and other utility services (including telephone), if any, separately metered for such Unit Owner's Unit. Each Unit

79160 (319)

Owner shall make such payments for separately metered utility services to the public utility company providing such utility service is provided directly to the Unit Owner or to the Association if such utility services are separately metered or submetered for the Units.

(e) Enforcement of Lien. The Board may bring an action at law against the Unit Owner personally obligated to pay the same, for collection of his unpaid proportionate share of the common expenses, or foreclose the lien against the Unit or Units owned by such Unit Owner, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. Each Unit Owner, by his acceptance of a deed to a Unit, hereby expressly vests in the Board or its agents the right and power to bring all actions against such Unit Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including non-judicial foreclosure pursuant to Article 3810 of the Revised Civil Statutes of Texas and each such Unit Owner hereby expressly grants to the Board a power of sale in connection with said lien. The lien provided for in this section shall be in favor of the Board and shall be for the common benefit of all Unit Owners. The Board shall have the authority to appoint a trustee, and thereafter successor trustees from time to time, to act on behalf of the Board in foreclosing such lien, and such appointment may be made without any formality other than a written appointment of a trustee or successor (substitute) trustee, and the Board may appoint a substitute trustee at any time in its discretion. The Board acting on behalf of the Unit Owners shall have the power to bid upon an interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

(f) Mortgage Protection. The lien for common expenses payable by a Unit Owner shall be subordinate to the lien of a prior recorded first Mortgage on the interest of such Unit Owner, except for the amount of the proportionate share of common expenses which become due and payable from and after the date on which the Mortgagee thereunder either takes possession of the Unit encumbered thereby, accepts a conveyance of any interest therein (other than as security) or forecloses its Mortgage. This subparagraph (f) shall not be amended, changed, modified or rescinded without the prior written consent of all Mortgagees of record.

20160 (320)



11. Mortgages. Each Unit Owner shall have the right, subject to the provisions herein, to make separate Mortgages for his respective Unit together with his respective ownership interest in the Common Elements. No Unit Owner shall have the right or authority to make or create or cause to be made or created from the date hereof any Mortgage or other lien on or affecting the Property or any part thereof, except only to the extent of his own Unit and the respective percentage interest in the Common Elements appurtenant thereto.

12. Separate Real Estate Taxes. Taxes, assessments and other charges of any taxing or assessing authority shall be separately assessed to each Unit Owner for his Unit and his corresponding percentage of ownership in the Common Elements, as provided in the Act. In the event that such taxes or assessments for any year are not separately assessed to each Unit Owner, but rather are assessed on the Property as a whole, then each Unit Owner shall pay his proportionate share thereof in accordance with his respective percentage of ownership interest in the Common Elements, and, in said event, such taxes or assessments shall be a common expense. Without limiting the authority of the Board provided for elsewhere herein, the Board shall have the authority to collect from the Unit Owners their proportionate share of taxes or assessments for any year in which taxes are assessed on the Property as a whole.

13. Insurance. The Board shall have the authority to and shall obtain insurance for the Property, exclusive of decorating of the Units or Limited Common Elements by the Unit Owners, against loss or damage by fire, vandalism, malicious mischief and such other hazards as are covered under standard extended coverage provisions for the full insurable replacement cost of the Common Elements and the Units, and against such other hazards and for such amounts as the Board may deem advisable. Insurable replacement costs shall be deemed the cost of restoring the Common Elements, Units or any part thereof to substantially the same condition in which they existed prior to damage or destruction. Such insurance coverage shall be written in the name of, and the proceeds thereof shall be payable to, the Board as the trustee for each of the Unit Owners in direct ratio to said Unit Owner's respective percentage of ownership in the Common Elements, as set forth in the Declaration, and for the holders of Mortgages on his Unit, if any. Such policies of insurance should also contain, if possible, a waiver of subrogation rights by the insurer

79160 0.921

against individual Unit Owners. The premiums for such insurance shall be a common expense.

The following provisions shall apply with respect to damage by fire or other causes:

(a) If any one of the Buildings is damaged by fire or other casualty and said damage is limited to a single Unit, all insurance proceeds shall be paid to the Unit Owner or one or more Mortgagees of such Unit, as their respective interests may appear, and such Unit Owner or Mortgagees shall use the same to rebuild or repair such Unit substantially in accordance with the original plans and specifications therefor. If such damage extends to two or more Units, or extends to any part of the Common Elements, such insurance proceeds shall be paid to the Board, as trustee, or to such bank or trust company as may be designated by amendment hereof, to be held in trust for the benefit of the Unit Owners and their Mortgagees as their respective interests may appear. The Board shall thereupon contract to repair or rebuild the damaged portions of all Units, the Buildings, and the Common Elements substantially in accordance with the original plans and specifications therefor and the funds held in the insurance trust fund shall be used for this purpose. If the insurance proceeds are insufficient to pay all of the costs of repairing or rebuilding, the Board shall levy a special assessment on all Unit Owners, in proportion to the percentage interest of each Unit Owner in the Common Elements, to make up any deficiency. If any Unit Owner shall fail to pay the special assessment within thirty (30) days after the levy thereof, the Board shall make up the deficiency by payment from the common expense fund; provided, however, that such Unit Owner shall remain liable for such special assessment.

(b) Notwithstanding the provisions of subparagraph (a) above, reconstruction shall not be compulsory where the whole or more than two-thirds (2/3) of all Units and of the Common Elements is destroyed or damaged by fire or other casualty, as determined by the Council of Co-Owners. In such case, and unless otherwise unanimously agreed upon by the Unit Owners, the insurance proceeds shall be delivered to the Unit Owners or their Mortgagees, as their interests may appear, in proportion to the percentage interest of each Unit Owner in the

29160

0022

Common Elements; and the Board, as soon as reasonably possible and as agent for the Unit Owners, shall sell the Property, in its then condition, free from the effect of this Declaration, which shall terminate upon such sale, on terms satisfactory to the Board, and the net proceeds of such sale, and all funds held by said insurance trustee, shall thereupon be distributed to the Unit Owners or their Mortgagees, as their interest may appear, in proportion to the percentage interest of each Unit Owner in the Common Elements.

(c) Within sixty (60) days after any such damage occurs, the Managing Agent, or the Board shall, or if they do not, any Unit Owner, the insurer, the insurance trustee or any Mortgagee may, record a sworn declaration stating that such damage has occurred, describing it, identifying the Building suffering such damage, the name of any insurer against whom claim is made, and the name of any insurance trustee, reciting that the sworn declaration is recorded pursuant to this paragraph of this Declaration, and that a copy of such sworn declaration has been served pursuant to the provisions of Paragraph 22 hereof on the Unit Owners.

(d) If the Unit Owners shall not rebuild pursuant to subparagraph (b) above, and the Board fails to consummate a sale pursuant to said subparagraph (b) within twenty-four (24) months after the destruction or damage occurs, then the Managing Agent, or the Board shall, or if they do not, any Unit Owner or Mortgagee may, record a sworn declaration setting forth such decision and reciting that under the provisions of this Declaration the prohibition against judicial partition provided for in Paragraph 5 hereof has terminated and that judicial partition of the Property may be obtained pursuant to the laws of the State of Texas. Upon final judgment of a court of competent jurisdiction decreeing such partition, this Declaration shall terminate.

The Board shall also have the authority to and shall obtain comprehensive public liability insurance, in such amounts as it deems desirable, and workmen's compensation insurance and other liability insurance as it deems desirable, insuring each Unit Owner, Mortgagee of record, if any, the Association, its officers, directors, Board and employees, the Declarant, and the Managing Agent, if any, from liability in connection with the Common Elements. The premiums for such insurance shall be a common expense.

79160 1023

The Board shall also have authority to and may obtain such insurance as it deems desirable, in such amounts, from such sources and in such forms as it deems desirable, insuring the Property and each member of the Board and officer of the Association, and member of any committee appointed pursuant to the By-Laws of the Association from liability arising from the fact that said person is or was a director or officer of the Association, or a member of such a committee. The premiums for such insurance shall be a common expense.

Each Unit Owner shall be responsible for obtaining his own insurance on the contents of his own Unit and the contents of the Limited Common Elements serving his Unit, as well as his decorating, furnishing and personal property therein, and his personal property stored elsewhere on the Property. In addition, in the event a Unit Owner desires to insure against his personal liability and loss or damage by fire or other hazards above and beyond the extent that his liability, loss or damage is covered by the liability insurance and insurance against loss or damage by fire and such other hazards obtained by the Board for all of the Unit Owners as part of the common expenses, as above provided, said Unit Owner may, at his option and expense, obtain additional insurance.

14. Maintenance, Repairs and Replacements. Except to the extent the Board provides (at its option and discretion) maintenance of the Units for Unit Owners, each Unit Owner, at his own expense, shall furnish and be responsible for all maintenance of, repairs to and replacements within his own Unit. Maintenance of, repairs to and replacements within the Common Elements shall be the responsibility of and shall be furnished by the Association. The cost of maintenance of, repairs to and replacements within the Units to the extent the Board elects to provide such services and within the Common Elements shall be part of the common expenses, subject to the By-Laws, rules and regulations of the Association. However, at the discretion of the Board, maintenance of, repairs to and replacements within the Limited Common Elements may be assessed in whole or in part to Unit Owners benefited thereby, and, further, at the discretion of the Board, the Board may direct Unit Owners who stand to be benefited by such maintenance of, repairs to and replacement within the Limited Common Elements to arrange for such maintenance of, repairs and replacements in the name and for the account of such benefited Unit Owners, pay the cost thereof with their own funds, and procure and deliver to the Board such lien waivers and contractor's and sub-contractor's sworn statements

79160 6924

as may be required to protect the Property from all mechanics' or materialmen's lien claims that may arise therefrom.

In addition to the discretionary authority provided herein for maintenance of all or any portion of the Units, the Board shall have the authority to maintain and repair any Unit, if such maintenance or repair is reasonably necessary in the discretion of the Board to protect the Common Elements or preserve the appearance and value of the Property, and the Unit Owner of said Unit has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair delivered by the Board, and the Board shall levy a special assessment against the Unit of such Unit Owner for the cost of said necessary maintenance or repair.

If, due to the act or neglect of a Unit Owner, or his agent, servant, tenant, family member, invitee, or licensee, damage shall be caused to the Common Elements or to a Unit or Units owned by others, or maintenance, repair or replacement are required which would otherwise be a common expense, then such Unit Owner shall pay for such damage or such maintenance, repair and replacements, as may be determined by the Association; however, the provisions of this Paragraph are subject to the provisions of Paragraph 13 hereof providing for waiver of subrogation rights with respect to casualty damage insured against under the policies of insurance maintained by the Board.

The authorized representatives of the Association or Board, or the Managing Agent with approval of the Board, shall be entitled to reasonable access to the individual Units and Limited Common Elements as may be required in connection with the preservation of any individual Unit or Limited Common Elements in the event of an emergency, or in connection with maintenance of, repairs or replacements, within the Common Elements, Limited Common Elements or any equipment, facilities or fixtures affecting or serving other Units, Common Elements and Limited Common Elements or to make any alteration required by any governmental authority.

**15. Declarant's Rights as to Common Facilities.**  
Notwithstanding anything contained in this Declaration to the contrary, Declarant hereby reserves and retains unto itself or its designee, the right and privilege (but not the obligation) to operate and promulgate rules relating to, and to maintain, repair or replace, any and all recreational areas, swimming pools and the like existing

79160 (925

for common use until such time as Declarant has sold Units which correspond, in the aggregate, to 90% of the undivided ownership of the Common Elements, as set forth in Exhibit B to this Declaration. The Board, the Association and all Unit Owners shall be bound by and shall comply with any action taken by Declarant pursuant to this Paragraph 15.

16. Alterations, Additions or Improvements. Except as provided in Paragraph 19 herein, no alteration of any Common Elements, or any additions or improvements thereto, shall be made by any Unit Owner without the prior written approval of the Board. The Board may authorize and charge as common expenses alterations, additions and improvements of the Common Elements as provided in the By-Laws. Any Unit Owner may make alterations, additions or improvements within the Unit of the Unit Owner without the prior written approval of the Board, but such Unit Owner shall be responsible for any damage to other Units, the Common Elements, the Property, or any part thereof, resulting from such alterations, additions or improvements.

17. Decorating. Each Unit Owner, at his own expense, shall furnish and be responsible for all decorating within his own Unit and Limited Common Elements serving his Unit, as may be required from time to time, including painting, wallpapering, washing, cleaning, panelling, floor covering, draperies, window shades, curtains, lighting and other furnishings and decorating. Each Unit Owner shall be entitled to the exclusive use of the interior surfaces of the perimeter walls, floors and ceilings of his Unit, and any balconies and terraces constituting a part thereof, and such Unit Owner shall maintain said interior surfaces in good condition at his sole expense, as may be required from time to time. Said maintenance and use of interior surfaces shall be subject to the rules and regulations of the Association, but each such Unit Owner shall have the right to decorate such interior surfaces from time to time as he may see fit and at his sole expense. Decorating of the Common Elements (other than interior surfaces within the Units as above provided and other than of Limited Common Elements) and any redecorating of Units, to the extent such redecorating of Units is made necessary by damage to Units caused by maintenance, repair or replacement of the Common Elements by the Association, shall be furnished by the Association as part of the common expenses. All windows forming part of a perimeter wall of a Unit shall be cleaned and washed at the expense of the Unit Owner of that Unit. No Unit Owner shall enclose the balcony of his Unit or decorate the portions of such balcony visible

from outside such Unit in any manner which detracts from the appearance of the Building, and the determination of the Board on such matters shall be final.

18. Encroachments. If any portions of the Common Elements shall actually encroach upon any Unit, or if any Unit shall actually encroach upon any portions of the Common Elements, or if any Unit shall actually encroach upon another Unit, as the Common Elements and Units are shown by the Plat, there shall be deemed to be mutual easements in favor of the owners of the Common Elements and the respective Unit Owners involved, to the extent of such encroachments, so long as the same shall exist.

19. Use and Occupancy Restrictions. Subject to the provisions of this Declaration and By-Laws, no part of the Property may be used for purposes other than housing and the related common purposes for which the Property was designed. Each Unit or any two or more adjoining Units used together shall be used as a residence or such other use permitted by this Declaration, and for no other purpose, except that professional and quasi-professional people may use their residence as an ancillary or secondary facility to an office established elsewhere. The foregoing restrictions as to residence shall not, however, be construed in such manner as to prohibit a Unit Owner from: (a) maintaining his personal professional library; (b) keeping his personal business or professional records or accounts; or (c) handling his personal business or professional telephone calls or correspondence. Such uses are expressly declared customarily incidental to the principal residential use and not in violation of said restrictions.

The Common Elements shall be used only by the Unit Owners and their agents, servants, tenants, family members, customers, invitees and licensees for access, ingress to and egress from the respective Units and for other purposes incidental to use of the Units; provided, however, the garage, storage areas, swimming pool area and other areas designed for a specific use shall be used for the purposes approved by the Board. The use, maintenance and operations of the Common Elements shall not be obstructed, damaged or unreasonably interfered with by any Unit Owner, and shall be subject to any lease, concession or easement, presently in existence or entered into by the Board at some future time, affecting any part of all of said Common Elements.

79160 0927

Without limiting the generality of the foregoing provisions of this Paragraph 18, use of the Property by the Unit Owners shall be subject to the following restrictions:

(a) Nothing shall be stored in or upon the Common Elements without prior consent of the Board except in storage areas or as otherwise herein expressly provided;

(b) Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance for the Property without the prior written consent of the Board. No Unit Owner shall permit anything to be done or kept in his Unit or in or on the Common Elements which will result in the cancellation of insurance on any Unit, or any part of the Common Elements, or which will be in violation of any law;

(c) No waste shall be committed in or on the Common Elements;

(d) Each Unit Owner shall keep and maintain the interior of his Unit in good condition and repair, including all appliances, the entire air conditioning system (including compressors, ducts and vents) serving the Unit (whether the same is inside or outside the Unit), and all electrical systems, water lines and other fixtures located within the Unit;

(e) No animals shall be kept within any Unit or on the Property, except upon the written consent of the Board or the written consent of the Managing Agent acting in accord with the Board's direction, and in accordance with the rules and regulations of the Board applicable thereto;

(f) Each Unit Owner shall provide and maintain garbage and trash receptacles as may be directed by the Board, and all garbage and trash shall be kept in said receptacles;

(g) No Unit Owner or Occupants shall play upon, or suffer to be played upon, any musical instrument, or permit to be operated a phonograph or radio loudspeaker in any Unit or on the Property between the hours of 11:00 o'clock p.m. and the following 9:00 a.m., if the same may tend to disturb or annoy other Occupants of the Buildings nor shall any Occupant or Unit Owner commit or permit any nuisance, or immoral or illegal act in his Unit or on the Property;

79160 (128



(h) Subject to Declarant's rights under Paragraph 6(e) of this Declaration, no sign of any kind shall be displayed to the public view on or from any Unit or the Common Elements without the prior written consent of the Board or the written consent of the Managing Agent acting in accord with the Board's direction;

(i) No noxious or offensive activity shall be carried on in any Unit or on or in the Common Elements nor shall anything be done therein which may be or become an annoyance or nuisance to the other Unit Owners;

(j) Except as expressly provided hereinabove, nothing shall be altered or constructed in or removed from the Common Elements, except upon the written consent of the Board;

(k) No structure of a temporary character, trailer, tent, shack, garage, barn, or other outbuildings shall be permitted on the Property at any time temporarily or permanently, except with the prior written consent of the Board; provided, however, that temporary structures may be erected for use in connection with the repair or rebuilding of the Buildings or any portion thereof;

(l) Outdoor drying of clothes, bedding or similar items shall not be permitted;

(m) Parking of vehicles in driveways and parking areas shall be subject to the rules and regulations of the Board applicable thereto;

(n) Except within individual Units, no planting, transplanting or gardening shall be done and no fences, hedges or walls shall be erected or maintained upon the Property, except as approved by the Board;

(o) Motorcycles, motorbikes, motor scooters or other similar vehicles shall not be operated within the Property except for the purpose of transportation, it being intended that said vehicles shall not be operated within the Property so as to annoy or disturb persons or endanger persons or property;

(p) Neither the Board nor the Association shall take nor permit to be taken any action that unlawfully discriminates against one or more Unit Owners.

73160 (129)

20. Remedies. In the event of any violation of the provisions of the Act, Declaration, By-Laws or rules and regulations of the Board or Association by any Unit Owner (either by his own conduct or by the conduct of any other Occupant of his Unit) the Association, or its successors or assigns, or the Board, or its agent, shall have each and all of the rights and remedies which may be provided for in the Act, Declaration, By-Laws, or said rules and regulations, or which may be available at law or in equity, and may prosecute an action or other proceedings against such defaulting Unit Owner and/or others for enforcement of any lien and the appointment of a receiver for the Unit and ownership interest of such Unit Owner, or for damages or injunction or specific performance, or for judgment for payment of money and collection thereof, or for any combination of remedies, or for any other relief. All expenses of the Board in connection with any such actions or proceedings, including court costs and attorney's fees and other fees and expenses and all damages, liquidated or otherwise, together with interest thereon at the maximum lawful rate per annum until paid, shall be charged to and assessed against such defaulting Unit Owner, and shall be added to and deemed part of his respective share of the common expenses, and the Board shall have a lien for all of the same, as well as for non-payment of his respective share of the common expenses, upon the Unit and ownership interest in the Common Elements of such defaulting Unit Owner and upon all of his additions and improvements thereto and upon all of his personal property in his Unit or located elsewhere on the Property; provided, however, that such lien shall be subordinate to the lien of a prior recorded first Mortgage on the interest of such Unit Owner, except for the amount of the proportionate share of said common expenses which become due and payable from and after the date on which the said Mortgage owner or holder either takes possession of the Unit, accepts a conveyance of any interest therein other than through a deed in lieu of foreclosure or as a security or forecloses its Mortgage. This Paragraph shall not be amended, changed, modified or rescinded without the prior consent of all holders of record of Mortgages against Units.

In the event of any such default by any Owner, the Board and the manager of Managing Agent, if so authorized by the Board, shall have the authority to correct such default, and to do whatever may be necessary for such purpose and all expenses in connection therewith shall be charged to and assessed against such defaulting Unit Owner. Any and all

such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Board.

The violation of any restriction or condition or regulation adopted by the Board or the breach of any covenant or provision herein contained, shall give the Board the right, in addition to any other rights provided for in this Declaration, (a) to enter upon the Unit, or any portion of the property upon which, or as to which such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the Board, or its employees or agents, shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach; or (c) to take possession of such Unit Owner's interest in the property and to maintain an action for possession of such Unit in the manner provided by law.

**21. Additions of Phase II and Phase III.** By this Declaration, Declarant does not submit Phase II or Phase III to the provisions of this Declaration. However, Declarant shall in due course complete and add Phase II and Phase III to the Property and submit the same to the provisions of this Declaration upon the following terms and conditions:

(a) Any such addition of Phase II or Phase III, as the case may be, shall be made by, and shall become effective upon, Declarant's filing in the Official Public Records of Dallas County, Texas, a supplemental declaration (hereinafter referred to as the "Supplemental Declaration") so stating. No other formality or instrument shall be required. The Supplemental Declaration shall not require the joinder or consent of the Board, the Association, any Unit Owner, or any other third parties; provided, however, the Supplemental Declaration shall require the joinder of the Veterans Administration of the United States of America;

(b) By such addition of Phase II or Phase III, as the case may be, Declarant shall add to the Property those additional, Common Elements, Limited Common Elements, Units and Buildings of similar style, cost and layout within Phase II or Phase III, as the case may be, as depicted on Exhibit "A" attached hereto; and

(c) When Declarant so adds Phase II or Phase III, as the case may be, then the percentage of ownership in

79160 0931

the Common Elements allocated to each respective Unit (that is, the Units within the Parcel as well as any Units within Phase II or Phase III) owned by each Unit Owner (as described in Paragraph 7 above) and the carport parking spaces appurtenant to each Unit shall be as described in Exhibit B attached hereto and by this reference made a part hereof; and

(d) The Supplemental Declaration may contain such further provisions as Declarant deems necessary to properly and effectively add Phase II or Phase III, as the case may be, to the Property.

Notwithstanding anything contained in this Declaration, the terms and provisions of this Declaration shall not cover nor be deemed to burden any other lands owned by Declarant which are situated adjacent to or near the Parcel, Phase II or Phase III, and Declarant, its successors and assigns shall have the right to use any such other lands for any and all uses as Declarant, its successors or assigns may elect in their sole discretion.

**21. Sales and Other Transfers.** No Unit Owner shall sell, assign, convey or otherwise transfer his Unit or any interest therein unless at least thirty (30) days prior to any such sale, assignment, conveyance or transfer he gives written notice to the Board of the name(s) and address(es) of each proposed purchaser, assignee or transferee. The purpose of this Paragraph 21 is to make certain that any proposed purchaser, assignee or transferee is made aware of the provisions of this Declaration, as well as of any delinquent assessments, if any, attributable to the applicable Unit, prior to the consummation of any such purchase, assignment or transfer.

**22. Amendment.** The provisions of this Declaration may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission and signed and acknowledged by Unit Owners owning not less than seventy-five percent (75%) of the total ownership of Common Elements; provided, however, that all lien holders of record have been notified by certified mail of such change, modification or rescission, and an affidavit by the secretary of the Association certifying to such mailing is made a part of such instrument; provided further, however, the provisions of Paragraph 21 hereof may not be changed, modified or rescinded without the prior written consent of Declarant. Except as expressly provided in Paragraph 21 above, the percentage ownership of the Common Elements provided for in this Declaration shall not be amended or modified without the consent of all Unit Owners and of all Mortgagees.

However, if the Act, the Declaration or the By-Laws require the consent or agreement of all Unit Owners or of all Mortgagees for any action specified in the Act or in this Declaration, then any instrument changing, modifying or rescinding any provision of this Declaration with respect to such action shall be signed by all the Unit Owners or all Mortgagees or both as required by the Act or this Declaration.

Declarant shall have the authority, without the joinder or consent of any other party, to make any amendment of this Declaration necessary to clarify any apparently conflicting provisions hereof and/or to correct any mistakes or errors of a clerical nature resulting from typographical or similar errors.

Any change, modification or rescission, whether accomplished under any one or more of the provisions of the preceding paragraphs, shall be effective upon recording of such instrument in the Office of the County Clerk of Dallas County, Texas; provided, however, that no provisions in this Declaration may be changed, modified or rescinded so as to conflict with the provisions of the Act.

24. Notices. Notices provided for in the Act, Declaration or By-Laws shall be in writing, and shall be addressed to the Association or Board, or to any Unit Owner, as the case may be, at \_\_\_\_\_ Dallas, Texas or at such other address as hereinafter provided. The Association or Board may designate a different address or addresses for notices to them, respectively, by giving written notice of such change of address to all Unit Owners. Any Unit Owner may designate a different address for notices to him by giving written notice to the Association. Notices addressed as above shall be deemed delivered when mailed by United States mail with postage prepaid, or when delivered in person.

Upon written request to the Board, the holder of any recorded Mortgage encumbering any Unit shall be given a copy of all notices permitted or required by this Declaration to be given to the Owner or Owners whose Unit is subject to such Mortgage.

25. Severability. If any provision of the Declaration or By-Laws, or any section, sentence, clause, phrase, word, or the application thereof in any circumstance, is held invalid, the validity of the remainder of this Declaration

79160 (133)

and the By-Laws and of the application of any such provision, section, sentence, clause, phrase or word in any other circumstances shall not be affected thereby and the remainder of this Declaration or the By-Laws shall be construed as if such invalid part was never included therein.

26. Perpetuities and Restraints on Alienation. If any of the options, privileges, covenants or rights created by this Declaration shall be unlawful, void or voidable for violation of the rule against perpetuities or the rule against restraints on alienation, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living descendants of the President of the United States, Jimmy Carter, and Governor of Texas, William Clements.

27. Rights and Obligations. Each grantee of the Declarant, by the acceptance of the deed of conveyance from the Declarant, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration. All rights, benefits and privileges of every character hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land, and shall inure to the benefit of such grantee in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance or contract for conveyance.

28. Prior Mortgage Approval. The prior written approval of each institutional holder of a First Mortgage, deed of trust or equivalent security interest on Units in the Project will be required for at least the following:

(a) The abandonment or termination of the Project, except for abandonment or termination provided by law in the case of substantial destruction by fire or other casualty or in the case by a taking by condemnation or eminent domain;

(b) Any material amendment to the Declaration or to the By-Laws of the Owners Association, including, but not limited to, any amendment which would change the percentage interests of the Unit Owners in the Project; and

(c) The effectuation of any decision by the Owners Association to terminate professional management and assume self-management of the Project.

29. Leases. With the exception of a lender in possession of a Condominium Unit following a default in a First Mortgage,

:  
79160 (93)

a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure, no Unit Owner shall be permitted to lease his Unit for transient or hotel purposes. No Owner may lease less than the entire Unit. Any lease agreement shall be required to provide that the terms of the lease shall be subject in all respects to the provisions of the Declaration and the By-Laws, and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease. All leases shall be in writing.

30. Mortgagee Rights. Any institutional holder of a First Mortgage on a Unit in the Project will, upon request, be entitled to:

(a) Inspect the books and records of the Project during normal business hours;

(b) Receive an annual audited financial statement of the Project within ninety (90) days following the end of any fiscal year of the Project; and

(c) Receive written notice of all meetings of the Owners Association and be permitted to designate a representative to attend all such meetings.

31. Damage or Destruction. In the event of substantial damage to or destruction of any Unit or any part of the Common Elements, the institutional holder of any First Mortgage on a Unit will be entitled to timely written notice of any such damage or destruction.

32. Eminent Domain. If all or any part of the Property is taken or threatened to be taken by eminent domain or by power in the nature of eminent domain (whether permanent or temporary), the Association and each Owner shall be entitled to participate in proceedings incident thereto at their respective expense. The Association shall give timely written notice of the existence of such proceedings to all Owners and to all First Mortgagees known to the Association to have an interest in any Condominium Unit. The expense of participation in such proceedings by the Association shall be borne by the Common Fund. The Association is specifically authorized to obtain and pay for such assistance from attorneys, appraisers, architects, engineers, expert witnesses and other persons as the Association in its discretion deems necessary or advisable to aid or advise it in matters relating to such proceedings. All damages or awards for such taking shall be deposited with the Association and such damages or awards shall be applied as provided herein.

79160 (935)

The Association shall have the sole authority to determine whether to defend or resist any such proceeding, to make any settlement with respect thereto, or to convey such property to the condemning authority in lieu of such condemnation proceedings. With respect to any such taking, all damages and awards shall be determined for such taking as a whole and not for each Owner's interest therein. After the damages or awards for such taking are determined, such damages or awards shall be paid to the account of each Owner and First Mortgagee, if any, as their interests may appear in proportion to their percentage ownership interests in the General Common Elements to be applied or paid as set forth in the attached Exhibit "B", unless restoration takes place as herein provided. The Association, if it deems advisable, may call a meeting of the Owners at which meeting the Owners, by a majority vote, shall decide whether to replace or restore as far as possible the General Common Elements so taken or damaged. In the event it is determined that the General Common Elements should be replaced or restored by obtaining other land or building additional structures, this Declaration and the Plat attached hereto shall be duly amended by an instrument executed by the Association on behalf of the Owners. In the event such eminent domain proceeding results in the taking of or damage to one (1) or more, but less than sixty-six and two-thirds percent (66-2/3%) of the total number of Condominium Units, then the damages and awards for such taking shall be determined for each Condominium Unit and the following shall apply:

(a) The Association shall determine which of the Condominium Units damaged by such taking may be made tenantable for the purposes set forth in the Declaration, taking into account the nature of this Condominium Project and the reduced size of each Condominium Unit so damaged.

(b) The Association shall determine whether it is reasonably practical to operate the remaining Condominium Units of the Project, including those damaged Units which may be made tenantable, as a Condominium in the manner provided in this Declaration.

(c) In the event the Association determines it is not reasonably practical to operate the undamaged Condominium Units and the damaged Units which can be made tenantable, then the Condominium Project shall be deemed to be regrouped and merged into a single estate owned jointly in undivided interest by all Owners, as tenants-in-common, in the percentage ownership interest previously owned by each Owner in the General Common Elements.

79160 1936



(d) In the event the Association determines it will be reasonably practical to operate the undamaged Condominium Units and the damaged Units which can be made tenantable as a Condominium Unit, then the damages and awards made with respect to each Unit which has been determined to be capable of being made tenantable shall be applied to repair and to reconstruct such Condominium Unit so that it is made tenantable. If the cost of such work exceeds the amount of the award, the additional funds required shall be assessed against those Condominium Units which are tenantable. With respect to those Units which may not be tenantable, the award made shall be paid as set forth in Exhibit "A" of the Declaration hereof, and the remaining portion of such Units, if any, shall become a part of the General Common Elements. Upon payment of such award for the account of such Owner as provided herein, such Condominium Unit shall no longer be a part of the Condominium Project, and the percentage ownership interest in the General Common Elements appurtenant to each remaining Condominium Unit which shall continue as a part of the Condominium Project shall be equitably adjusted to distribute the ownership of the undivided interest in the General Common Elements among the reduced number of Owners. If the entire Condominium Project is taken, or sixty-six and two-thirds percent ( $66\frac{2}{3}\%$ ) or more of the Condominium Units are taken or damaged by such taking, all damages and awards shall be paid to the accounts of the Owners of Units, as provided herein, in proportion to their percentage ownership interests in the General Common Elements; and this Condominium Regime shall terminate upon such payment. Upon such termination, the Condominium Units and General Common Elements shall be deemed to be regrouped and merged into a single estate owned in undivided interest by all Owners as tenants-in-common in the percentage ownership interest previously owned by each Owner in the General Common Elements. Any damages or awards provided in this paragraph shall be paid to or for the account of any Owner and First Mortgagee, if any, as their interests may appear.

33. Management Agreement. Any management agreement for the Project will be terminable by the Owners Association for cause upon thirty (30) days' written notice thereof and the term of any such agreement may not exceed one (1) year; however, such agreement may be renewable by the parties for successive one (1)-year periods.

Y.

'79160 (937

34. Unit Owner Default. The Owners Association shall upon written request give the holders of First Mortgages prompt notice in the event of default in the Unit mortgagor's obligations under the Condominium documents not cured within thirty (30) days of default.

35. Fidelity Coverage. The Association shall maintain adequate fidelity coverage to protect against dishonest acts by its officers, directors and employees who are responsible for handling Association funds. Said coverage shall name the Association as obligee, be written in an amount of at least one hundred fifty percent (150%) of the estimated annual operating budget, contain waivers of any defense based on exclusion of employees who serve without compensation, and shall not be canceled or substantially modified without at least thirty (30) days' notice to all First Mortgages of record.

IN WITNESS WHEREOF, the said U. S. HOME CORPORATION has caused its name to be signed to these presents by its duly authorized officer on this 14 day of August, 1979.

U. S. HOME CORPORATION

By

Richard Flouancy  
Richard Flouancy  
Region President

ATTEST:

Michael T. Richardson

Michael T. Richardson  
Secretary



79166 (938

THE STATE OF TEXAS

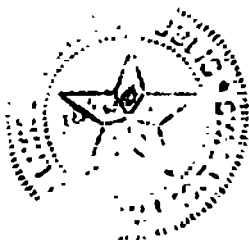
X

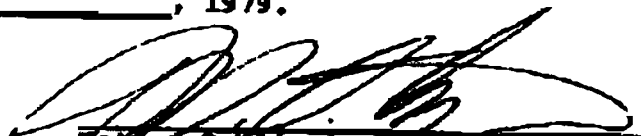
COUNTY OF DALLAS

X

BEFORE ME, the undersigned authority, on this day personally appeared Richard Flournoy - Region President of U. S. HOME CORPORATION, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

14<sup>th</sup> day of August, 1979. GIVEN UNDER MY HAND AND SEAL OF OFFICE this the



  
Notary Public in and for  
Dallas County, Texas

List of Attachments

Exhibit A - Plat

Exhibit B - Ownership Interests in Common Elements and  
Designation of Parking Spaces Appurtenant  
to Each Unit

29160

0939

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**F. D. HAMILTON SURVEY**  
**DALLAS COUNTY, TEXAS**  
**PHASE I, HEARTHWOOD**

Being a parcel tract of land in the F. D. Hamilton Survey, Abstract No. 647, City of Dallas, Block 8415 and A/8415, Dallas County, Texas, and being part of the same tract conveyed by Martha Elaine Maddick Presley, et al, to Ralph E. Graham as recorded in Vol. 71084, page 1432, and being all of Lots 1 and 2 of Block A/8415 of Allen Estates as recorded in Volume 46, page 231, Dallas County Deed Records, and all of Golden Acres Drive and a 10 ft. alley adjacent as abandoned by City Ordinance #15800 and being more particularly described as follows:

**BEGINNING** at the northeast corner of Pinyon Tree Apartment Addition to the City of Dallas as recorded in Vol. 69081, page 2239 of the Deed Records of Dallas County, Texas, said point being in the west right-of-way of Abrams Road (100 foot right-of-way at this point).

**THENCE S 89°41'10" W**, along the north line of said Pinyon Tree Apartment Addition, a distance of 1,173.29 feet;

**THENCE N 0°18'50" W**, a distance of 122.00 feet;

**THENCE N 89°41'10" E**, a distance of 139.79 feet;

**THENCE S 0°18'50" E**, a distance of 72.00 feet;

**THENCE N 89°41'10" E**, a distance of 667.40 feet;

**THENCE N 0°18'50" W**, a distance of 102.41 feet;

**THENCE S 89°44'57" W**, a distance of 223.00 feet;

**THENCE N 0°15'03" W**, a distance of 168.00 feet;

**THENCE N 89°44'57" E**, partially along the south line of the Chimney Hill Addition as recorded in Vol. 71208, page 2232, Deed Records of Dallas County, Texas, a distance of 583.00 feet to an iron rod set for a corner in the west right-of-way line of Abrams Road (75 foot right-of-way at this point);

**THENCE S 0°28'42" E**, along the west right-of-way of Abrams Road, a distance of 160.01 feet to an iron rod set for a corner;

79160 6940

Carter & Burgess, Inc.  
February 8, 1979

C&B No. 7853602  
Page 1 of 2

THENCE N 89°44'57" E, a distance of 5.00 feet to an iron rod set for a corner;

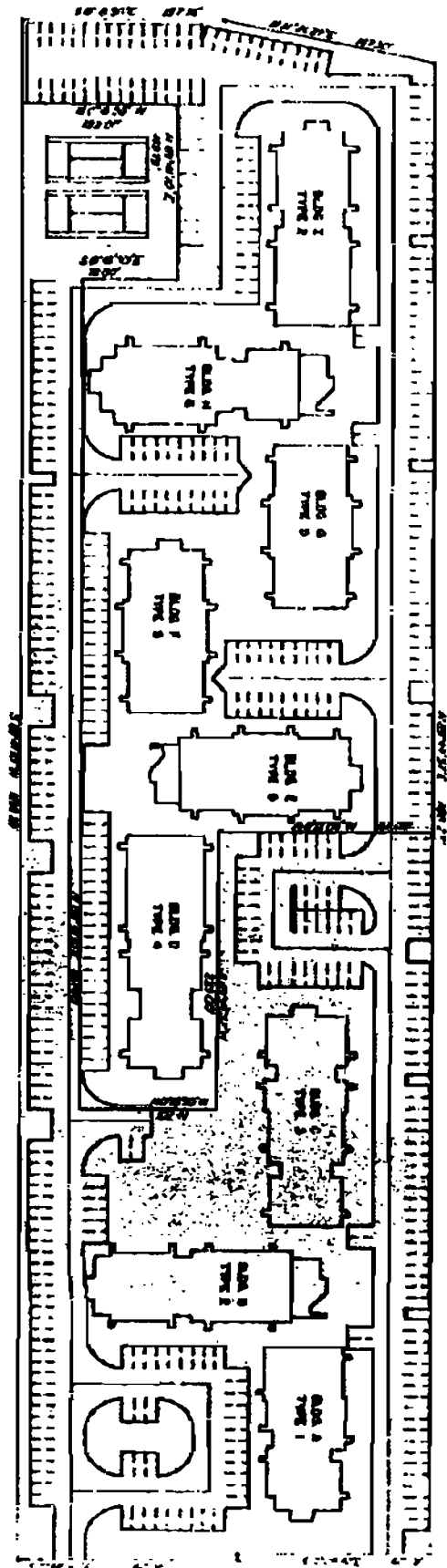
THENCE S 0°28'42" E, along the west right-of-way of Abrams Road, a distance of 160.00 feet to an iron pipe found at the POINT OF BEGINNING and containing 4.6868 acres (204,157 S.F.) of land.

79160 (941

Carter & Burgess, Inc.  
February 8, 1979

Phase I

CLB No. 7853602  
Page 2 of 2



# Phase I

HEARTWOOD ADDITION  
CITY OF DALLAS  
COUNTY OF DALLAS  
STATE OF TEXAS



Scale: 1" = 100'

**LEGAL DESCRIPTION  
F. D. HAMILTON SURVEY  
DALLAS COUNTY, TEXAS  
PHASE II, HEARTWOOD**

Being a parcel tract of land in the F. D. Hamilton Survey, Abstract No. 647, City of Dallas, Block 8415 and A/8415, Dallas County, Texas, and being part of the same tract conveyed by Martha Elaine Reddick Presley, et al, to Ralph E. Graham as recorded in Vol. 71084, page 1432, and being all of Lots 1 and 2 of Block A/8415 of Allen Estates as recorded in Volume 46, page 231, Dallas County Deed Records, and all of Golden Acres Drive and a 10 ft. alley adjacent as abandoned by City Ordinance #15800 and being more particularly described as follows:

**BEGINNING** at the northeast corner of Pinyon Tree Apartment Addition to the City of Dallas as recorded in Vol. 69081, page 2239 of the Deed Records of Dallas County, Texas, said point being in the west right-of-way of Abrams Road (100 foot right-of-way at this point).

**THENCE S 89°41'10" W**, along the north line of said Pinyon Tree Apartment Addition, a distance of 1,173.29 feet;

**THENCE N 0°18'50" W**, a distance of 122.00 feet;

**THENCE N 89°41'10" E**, a distance of 139.79 feet;

**THENCE S 0°18'50" E**, a distance of 72.00 feet;

**THENCE N 89°41'10" E**, a distance of 127.00 feet;

**THENCE N 0°18'50" W**, a distance of 131.00 feet;

**THENCE N 89°41'10" E**, a distance of 150.43 feet;

**THENCE N 0°15'03" W**, a distance of 139.84 feet;

**THENCE N 89°44'57" E**, partially along the south line of the Chimney Hill Addition as recorded in Vol. 71208, page 2232, Deed Records of Dallas County, Texas, a distance of 750.00 feet to an iron rod set for a corner in the west right-of-way line of Abrams Road (75 foot right-of-way at this point);

**THENCE S 0°28'42" E**, along the west right-of-way of Abrams Road, a distance of 160.01 feet to an iron rod set for a corner;

Carter & Burgess, Inc.  
February 8, 1979

C&B No. 7853602  
Page 1 of 2

79160 (943

**THENCE N 89°44'57" E, a distance of 5.00 feet to an iron rod set for a corner;**

**THENCE S 0°28'42" E, along the west right-of-way of Abrams Road, a distance of 160.00 feet to an iron pipe found at the POINT OF BEGINNING and containing 6.7020 acres (291,939 S.F.) of land.**

**Carter & Burgess, Inc.  
February 8, 1979  
Phase II**

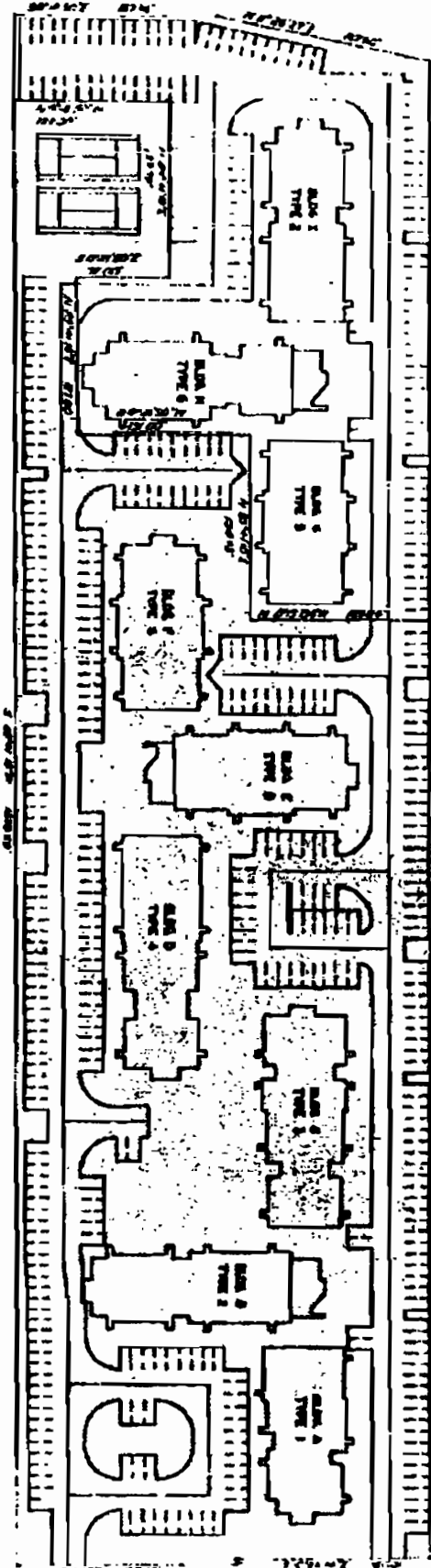
**C&B No. 7853602  
Page 2 of 2**

**79160 1944**





**Phase 2**  
**HEARTHWOOD ADDITION**  
 CITY OF DALLAS  
 COUNTY OF DALLAS  
 STATE OF TEXAS



29160 0945

LEGAL DESCRIPTION  
F. D. HAMILTON SURVEY  
DALLAS COUNTY, TEXAS  
PHASE III, HEARTHWOOD

Being a parcel tract of land in the F. D. Hamilton Survey, Abstract No. 647, City of Dallas, Block B415 and A/B415, Dallas County, Texas, and being part of the same tract conveyed by Martha Elaine Reddick Presley, et al, to Ralph E. Graham as recorded in Vol. 71084, page 1432, and being all of Lots 1 and 2 of Block A/B415 of Allen Estates as recorded in Volume 46, page 231, Dallas County Deed Records, and all of Golden Acres Drive and a 10 ft. alley adjacent as abandoned by City Ordinance #15800 and being more particularly described as follows:

BEGINNING at the northeast corner of Pinyon Tree Apartment Addition to the City of Dallas as recorded in Vol. 69081, page 2239 of the Deed Records of Dallas County, Texas, said point being in the west right-of-way of Abrams Road (100 foot right-of-way at this point).

THENCE S  $89^{\circ}41'10''$  W, along the north line of said Pinyon Tree Apartment Addition, a distance of 1,238.29 feet;

THENCE N  $0^{\circ}18'50''$  W, a distance of 157.36 feet;

THENCE N  $11^{\circ}26'27''$  E, a distance of 167.50 feet;

THENCE N  $89^{\circ}44'57''$  E along the south line of the Chimney Hill Addition as recorded in Vol. 71208, page 2232, Deed Records of Dallas County, Texas, a distance of 1,198.25 feet to an iron rod set for a corner in the west right-of-way of Abrams Road (75 foot right-of-way at this point);

THENCE S  $0^{\circ}28'42''$  E, along the west right-of-way of Abrams Road, a distance of 160.01 feet to an iron rod set for a corner;

THENCE N  $89^{\circ}44'57''$  E, a distance of 5.00 feet to an iron rod set for a corner;

THENCE S  $0^{\circ}28'42''$  E, along the west right-of-way of Abrams Road, a distance of 160.00 feet to an iron pipe found at the POINT OF BEGINNING and containing 9.03 acres (393,369 S.F.) of land.

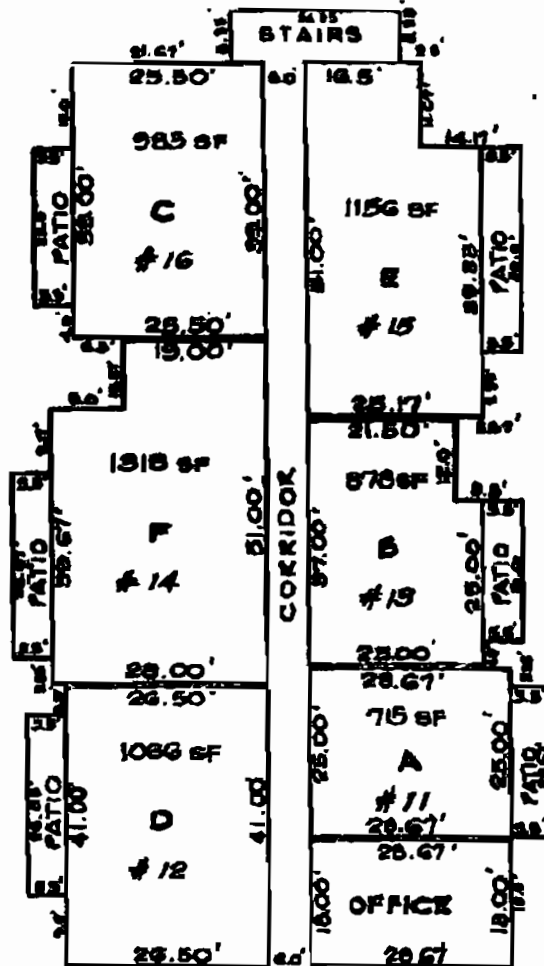
73160 6946

Carter & Burgess, Inc.  
March 7, 1979

C&B No. 7853602  
Page 1 of 1



SCALE: 1/4" = 20'



## TYPE I BUILDING FIRST FLOOR PLAN

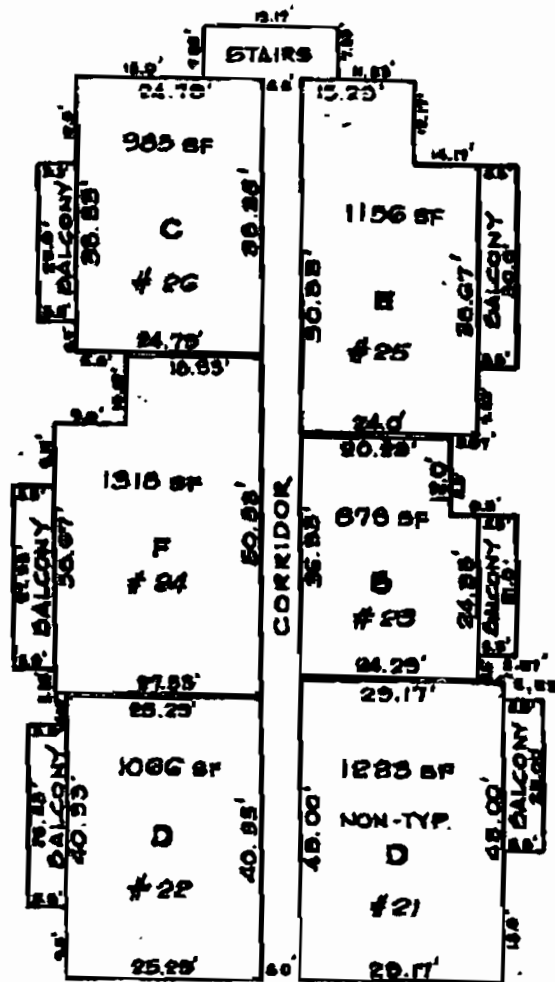
### GENERAL NOTES

1. The dimensions and limits of the individual units are along the interior faces of the boundary walls as indicated by the heavy lines, and are typical for like units. These dimensions are based on drawings, plans, and data prepared by Loftice Architects.
2. All boundary walls are common elements.
3. Style of unit is depicted as A, B, C, D, E, or F.

79160 1948

CARTER & BURGESS, INC.  
ENGINEERS • PLANNERS  
2100 MARCONI STREET, FORT WORTH, TEXAS 76102

SCALE: 1/4" = 1'-0"



## TYPE I BUILDING SECOND FLOOR PLAN

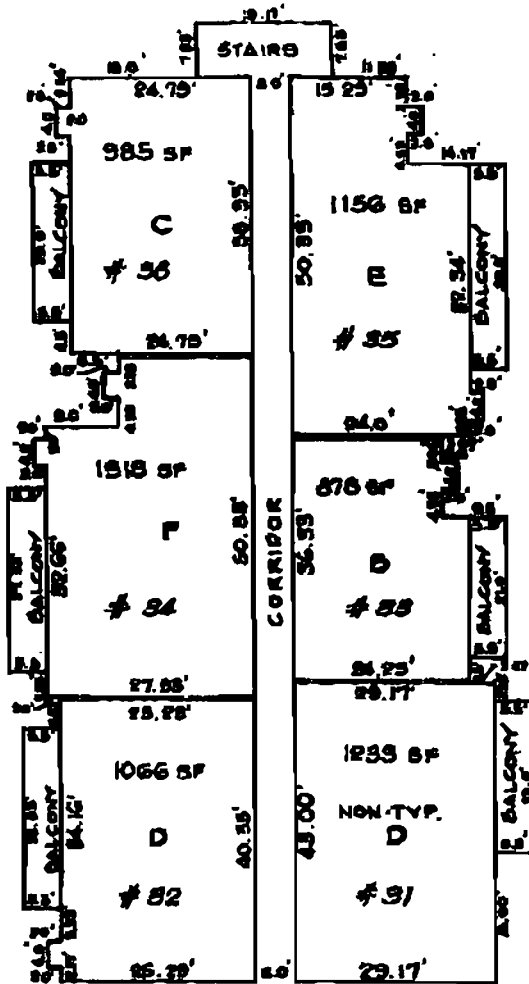
### GENERAL NOTES

1. The dimensions and limits of the individual units are along the interior faces of the boundary walls as indicated by the heavy lines, and are typical for like units. These dimensions are based on drawings, plans, and data prepared by Loftice Architects.
2. All boundary walls are common elements.
3. Style of unit is depicted as A, R, C, D, E, or F.

79160 (949)

LOFTICE ARCHITECTS, INC.  
ENGINEERS • PLANNERS  
11100 WYOMING AVENUE, SUITE 100  
BETHESDA, MD 20814

SCALE: 1" = 20'



## TYPE I BUILDING THIRD FLOOR PLAN

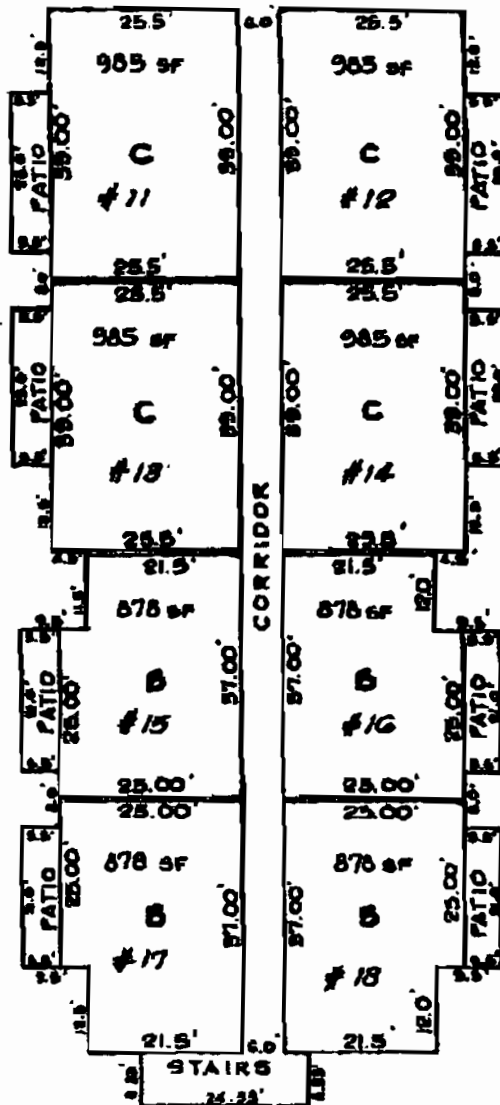
### GENERAL NOTES

1. The dimensions and limits of the individual units are along the interior faces of the boundary walls as indicated by the heavy lines, and are typical for like units. These dimensions are based on drawings, plans, and data prepared by Loftice Architects.
2. All boundary walls are common elements.
3. Style of unit is depicted as A, B, C, D, E, or F.

29160 1350

CARTER & BURGLASS, INC.  
ENGINEERS - PLANNERS  
1115 MARKET STREET, SUITE 1000, SAN FRANCISCO, CA 94102

SCALE 1" = 30'



## TYPE 2 BUILDING FIRST FLOOR PLAN

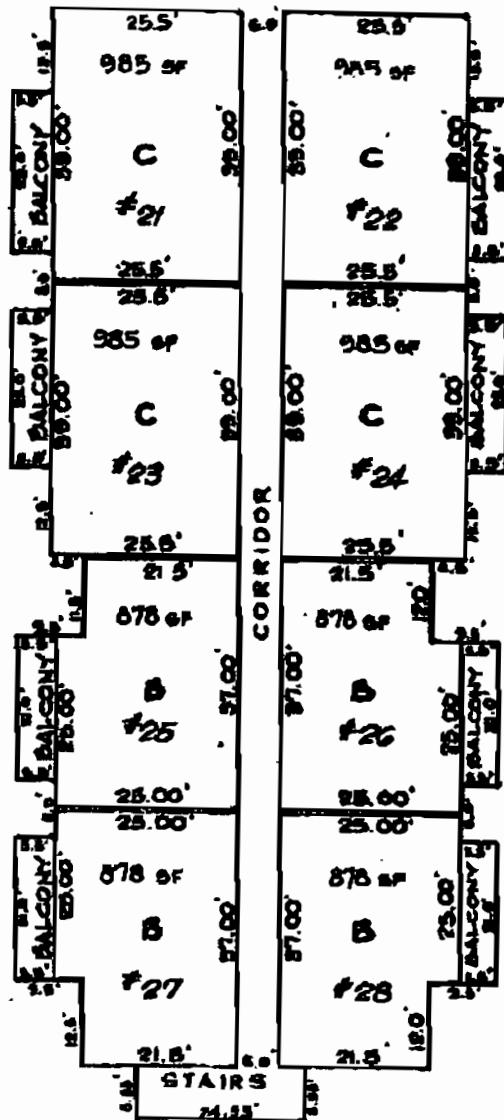
### GENERAL NOTES

1. The dimensions and limits of the individual units are along the interior faces of the boundary walls as indicated by the heavy lines, and are typical for like units. These dimensions are based on drawings, plans, and data prepared by I. Office Architects.
2. All boundary walls are common elements.
3. Style of unit is depicted as A, B, C, D, E, or F.

29160 1351

**CARTER & MURPHY INC.**  
ENGINEERS - PLANNERS  
1000 WEST 10TH AVENUE, SUITE 1000  
DENVER, CO 80202

SCALE 1" = 20'



## TYPE 2 BUILDING SECOND FLOOR PLAN

### GENERAL NOTES

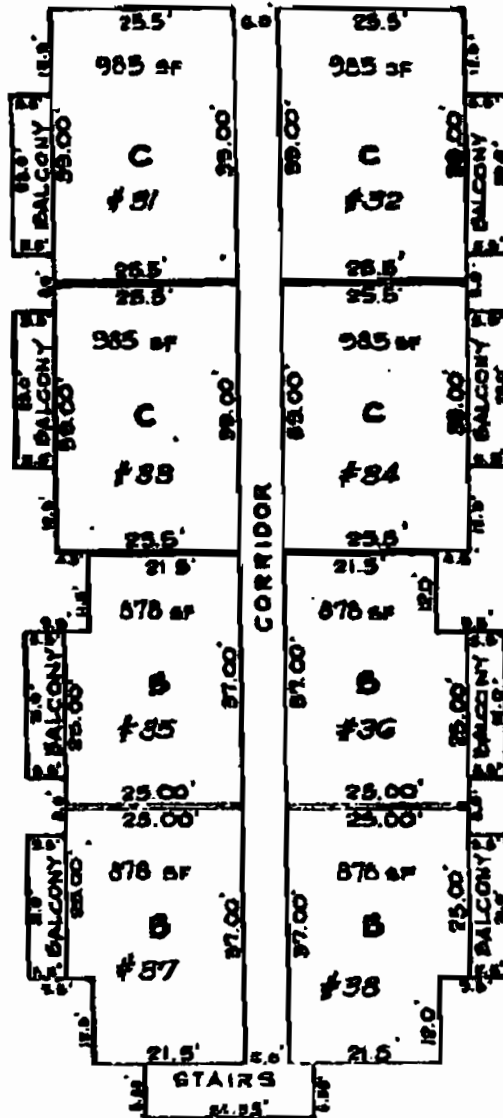
1. The dimensions and limits of the individual units are along the interior faces of the boundary walls as indicated by the heavy lines, and are typical for like units. These dimensions are based on drawings, plans, and data prepared by Loffice Architects.
2. All boundary walls are common elements.
3. Style of unit is depicted as A,B,C,D,E, or F.

79160 (352)

CARTER & LINGESS, INC.  
ENGINEERS - PLANNERS  
10000 14TH AVE. N.W. ALBUQUERQUE, NM 87112



SCALE 1" = 20'



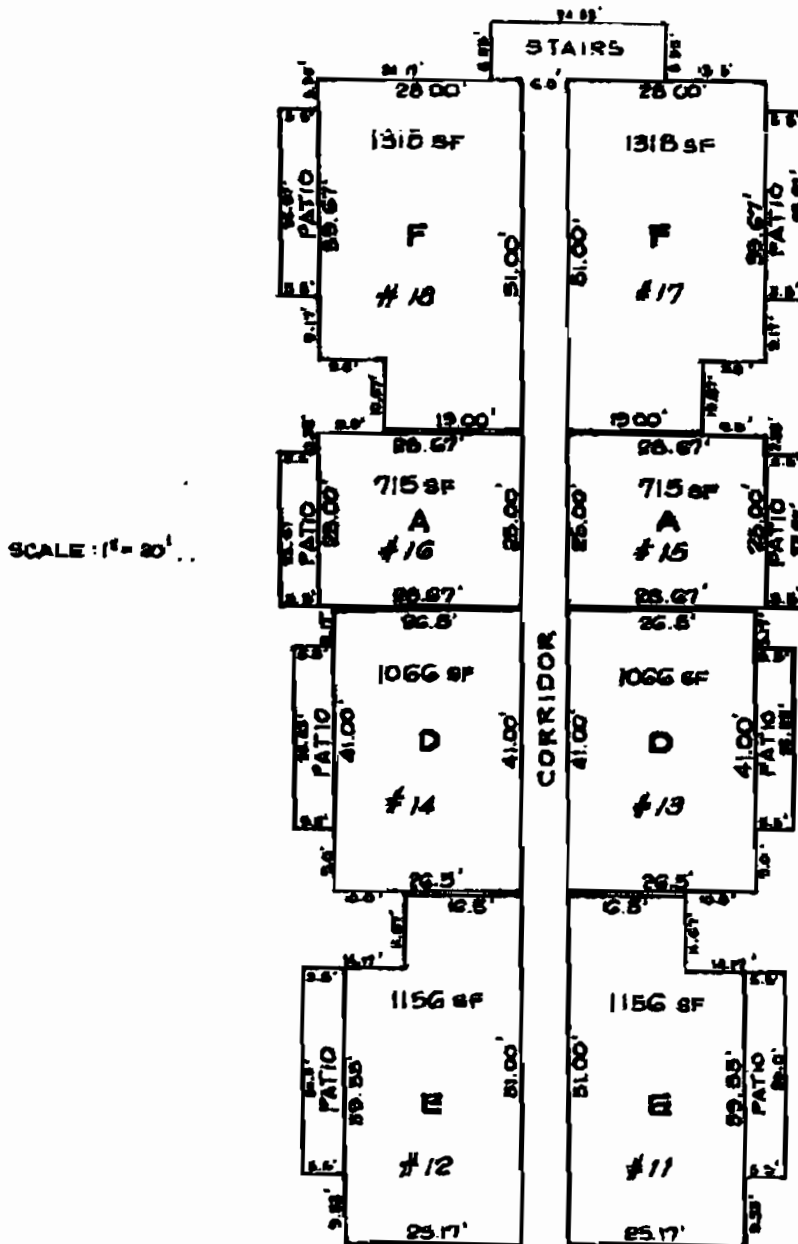
## TYPE 2 BUILDING THIRD FLOOR PLAN

### GENERAL NOTES

1. The dimensions and limits of the individual units are along the interior faces of the boundary walls as indicated by the heavy lines, and are typical for like units. These dimensions are based on drawings, plans, and data prepared by Loftice Architects.
2. All boundary walls are common elements.
3. Style of unit is depicted as A, B, C, D, E, or F.

79160 (953)

LOFTICE ARCHITECTS INC.  
ENGINEERS - PLANNERS  
1000 15th Street, Suite 1000  
Denver, CO 80202



## TYPE 3 BUILDING FIRST FLOOR PLAN

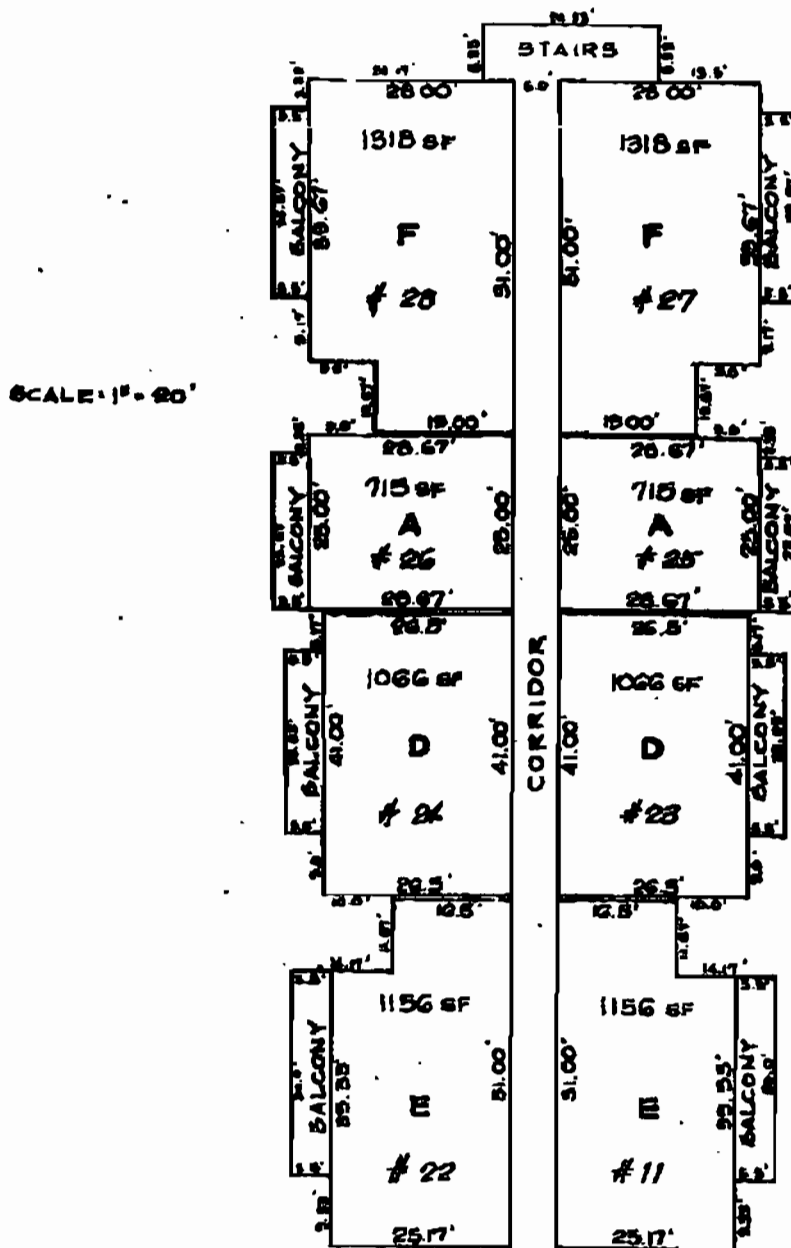
### GENERAL NOTES

1. The dimensions and limits of the individual units are along the interior faces of the boundary walls as indicated by the heavy lines, and are typical for like units. These dimensions are based on drawings, plans, and data prepared by Loftice Architects.
2. All boundary walls are common elements.
3. Style of unit is depicted as A, B, C, D, E, or F.

7-160

(2K)

CARTER & BURGESS INC.  
ARCHITECTS & PLANNERS



### TYPE 3 BUILDING SECOND FLOOR PLAN

#### GENERAL NOTES

1. The dimensions and limits of the individual units are along the interior faces of the boundary walls as indicated by the heavy lines, and are typical for like units. These dimensions are based on drawings, plans, and data prepared by Lofice Architects.
2. All boundary walls are common elements.
3. Style of unit is depicted as A, B, C, D, E, or F.

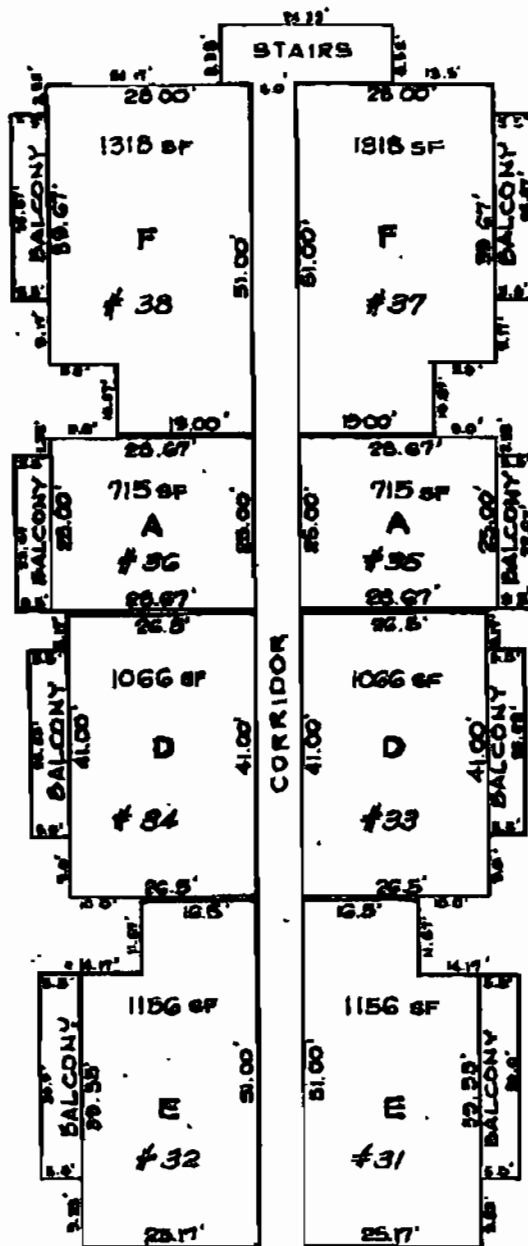
20160 (002)

CARTER & BURGESS INC.  
 ENGINEERS & PLANNERS  
 1000 WEST 10TH AVENUE, SUITE 1000  
 DENVER, CO 80202

BUILDING C

Page 60 of 94

SCALE: 1" = 20'



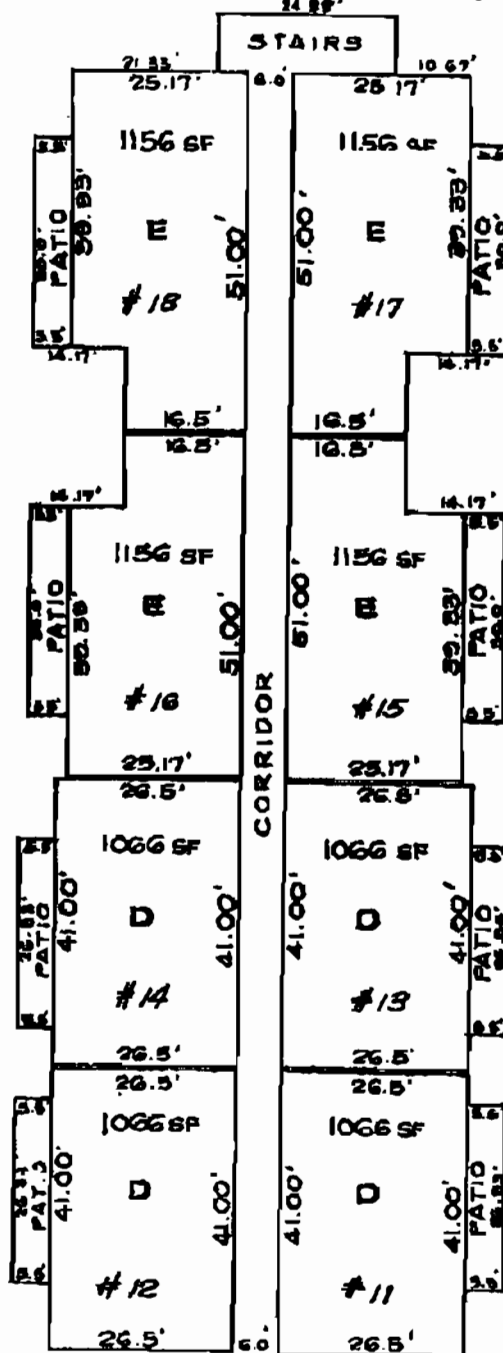
### TYPE B BUILDING THIRD FLOOR PLAN

#### GENERAL NOTES

1. The dimensions and limits of the individual units are along the interior faces of the boundary walls as indicated by the heavy lines, and are typical for like units. These dimensions are based on drawings, plans, and data prepared by Loftice Architects.
2. All boundary walls are common elements.
3. Style of unit is depicted as A, B, C, D, E, or F.

791611 1956

SCALE: 1" = 10'



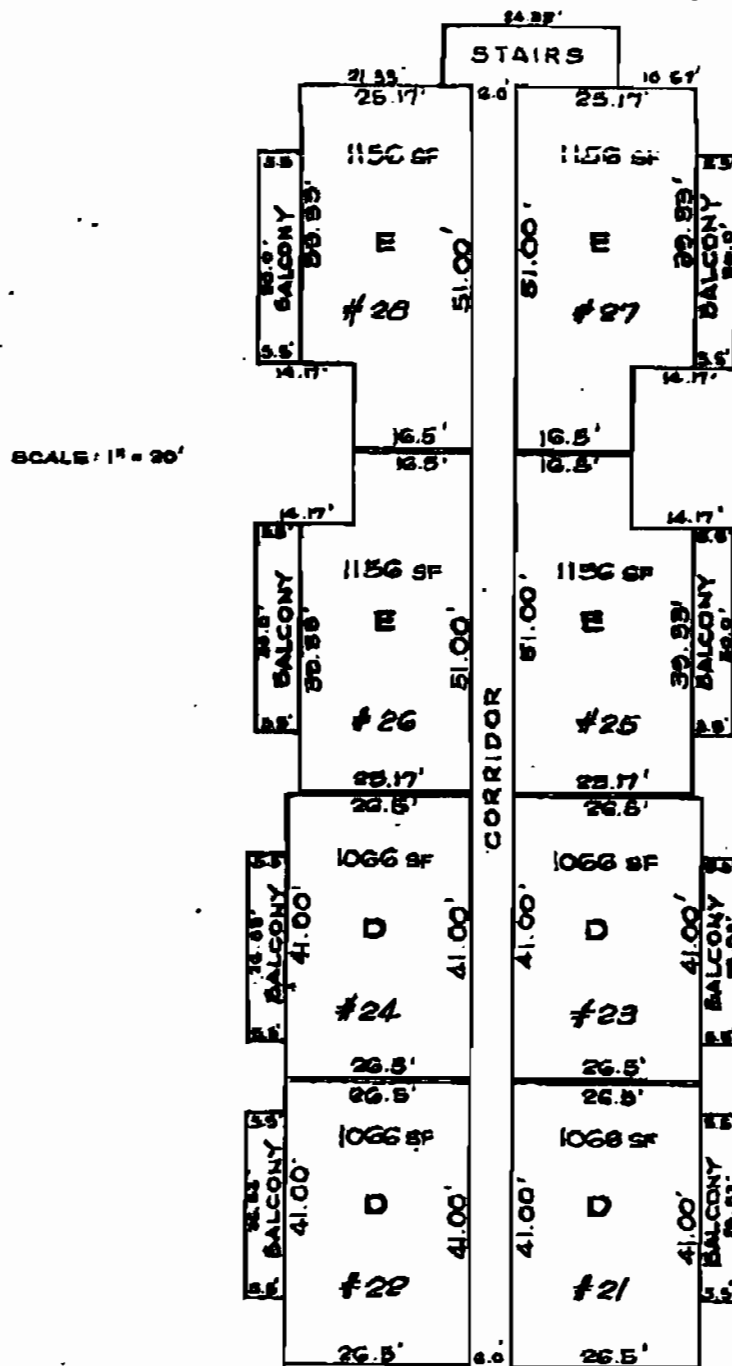
## TYPE 4 BUILDING FIRST FLOOR PLAN

### GENERAL NOTES

1. The dimensions and limits of the individual units are along the interior faces of the boundary walls as indicated by the heavy lines, and are typical for like units. These dimensions are based on drawings, plans, and data prepared by Loftice Architects.
2. All boundary walls are common elements.
3. Style of unit is depicted as A, B, C, D, E, or F.

29160 11/17

LOFTICE & BURGESS, INC.  
FURNITURE - PLANNERS



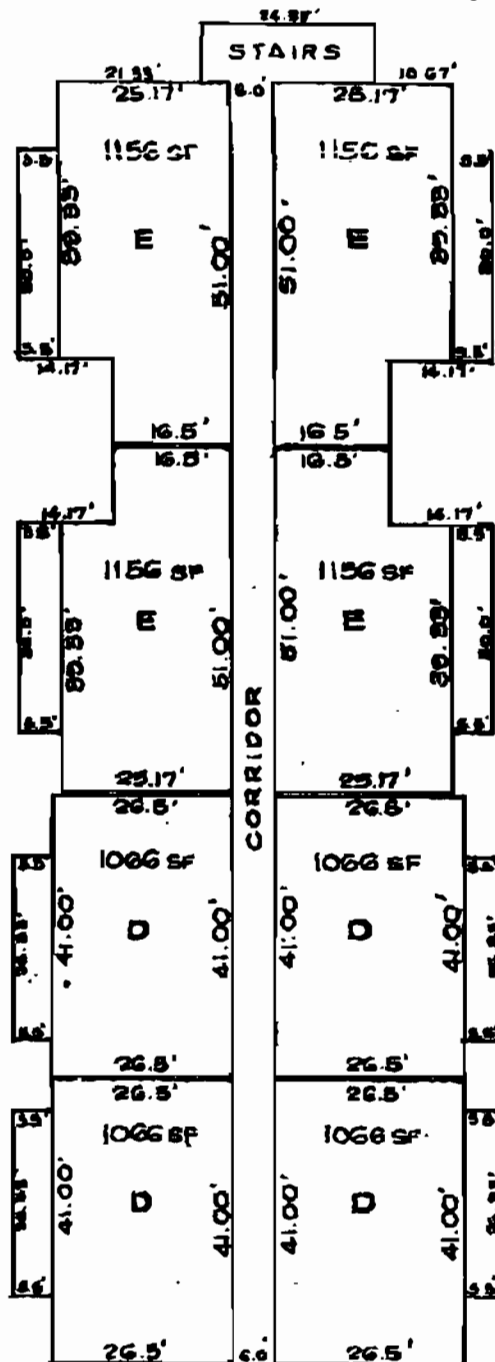
## TYPE 4 BUILDING - SECOND FLOOR PLAN

### GENERAL NOTES

1. The dimensions and limits of the individual units are along the interior faces of the boundary walls as indicated by the heavy lines, and are typical for the units. These dimensions are based on drawings, plans, and data prepared by Loftee Architects.
2. All boundary walls are common elements.
3. Style of unit is depicted as A, B, C, D, E, or F.

20160 0308

CARTER & BURDETTE INC.  
ENGINEERS - PLANNERS



## TYPE 4 BUILDING-THIRD FLOOR PLAN

### GENERAL NOTES

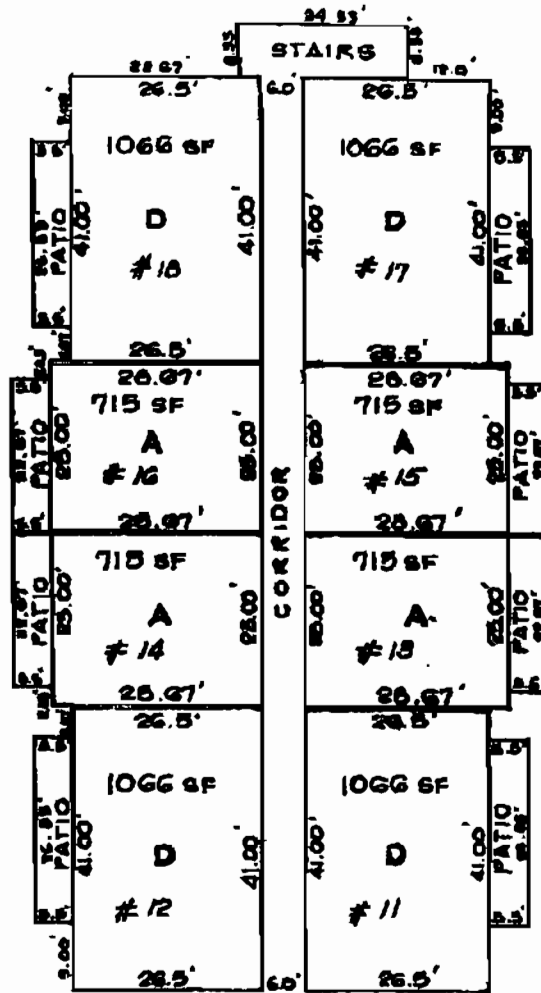
1. The dimensions and limits of the individual units are along the interior faces of the boundary walls as indicated by the heavy lines, and are typical for like units. These dimensions are based on drawings, plans, and data prepared by Loftica Architects.
2. All boundary walls are common elements.
3. Style of unit is depicted as A,B,C,D,E, or F.

CARTER & MURGESS INC.  
ENGINEERS & PLANNERS  
2000 W. STATE STREET, SUITE 200, CHICAGO, IL 60601

79160

03/12

SCALE: 1" = 20'



## TYPE 5 BUILDING FIRST FLOOR PLAN

### GENERAL NOTES

1. The dimensions and limits of the individual units are along the interior faces of the boundary walls as indicated by the heavy lines, and are typical for like units. These dimensions are based on drawings, plans, and data prepared by Lofice Architects.
2. All boundary walls are common elements.
3. Style of unit is depicted as A, B, C, D, E, or F.

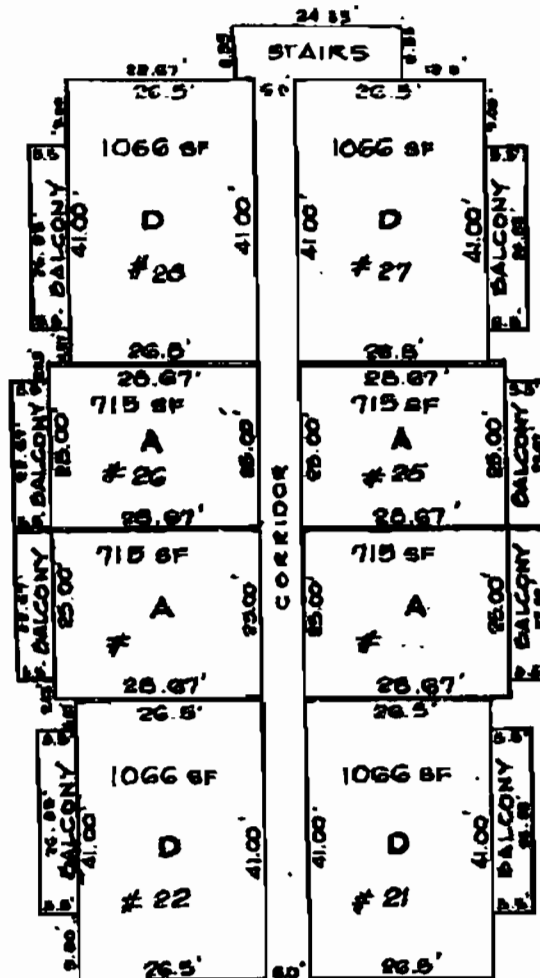
CARLIS & BURGESS INC.  
ENGINEERS • PLANNERS

2016 (1/15/16)



## BUILDING E Page 65 of 94

SCALE: 1/4" = 1'-0"

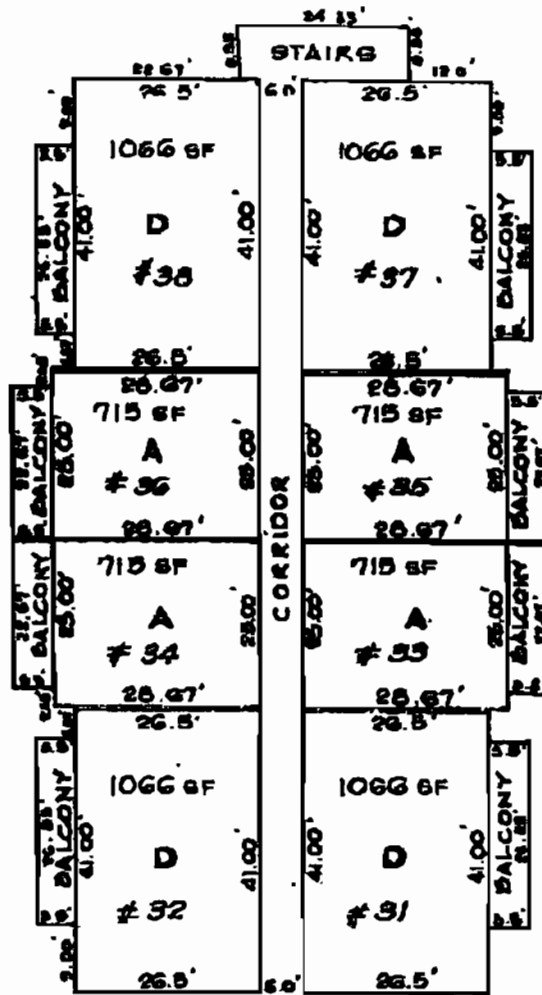
TYPE 5 BUILDING  
SECOND FLOOR PLANGENERAL NOTES

1. The dimensions and limits of the individual units are along the interior faces of the boundary walls as indicated by the heavy lines, and are typical for like units. These dimensions are based on drawings, plans, and data prepared by Loffice Architects.
2. All boundary walls are common elements.
3. Style of unit is depicted as A, B, C, D, E, or F.

1  
2016  
C.H.I.

**CARTER & BURGESS, P.C.**  
ENGINEERS • PLANNERS  
1000 W. 10TH AVENUE, SUITE 1000, DENVER, CO 80202

SCALE: 1" = 20'



## TYPE 5 BUILDING THIRD FLOOR PLAN

### GENERAL NOTES

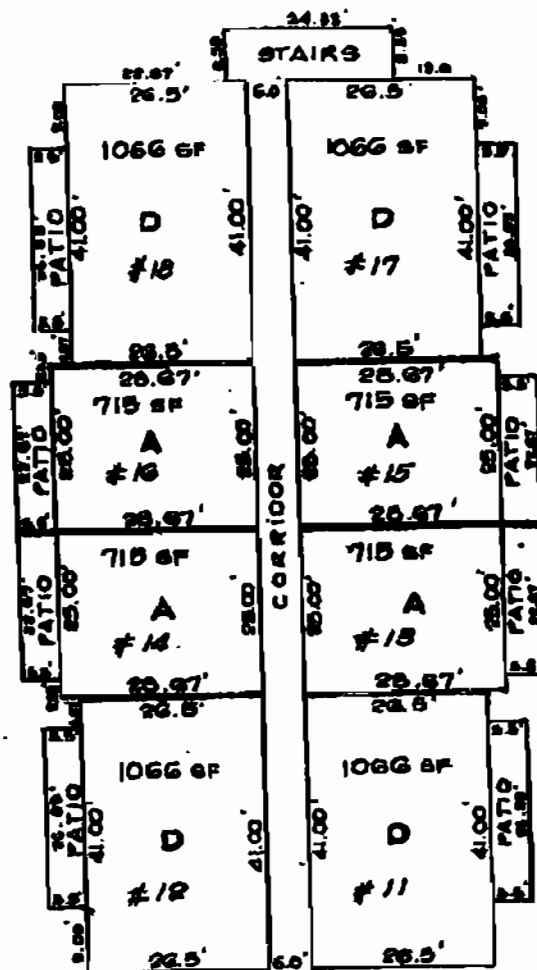
1. The dimensions and limits of the individual units are along the interior faces of the boundary walls as indicated by the heavy lines, and are typical for like units. These dimensions are based on drawings, plans, and data prepared by Loftice Architects.
2. All boundary walls are common elements.
3. Style of unit is depicted as A, B, C, D, E, or F.

CARTER & BURGESS INC.  
ENGINEERS & PLANNERS  
14000 S. 10TH AVE. SUITE 100  
DENVER, CO 80231

7/2/16 (10/2)

## BUILDING 'F'

SCALE: 1/4" = 1'-0"

TYPE 5 BUILDING  
FIRST FLOOR PLANGENERAL NOTES

1. The dimensions and limits of the individual units are along the interior faces of the boundary walls as indicated by the heavy lines, and are typical for like units. These dimensions are based on drawings, plans, and data prepared by Loftice Architects.
2. All boundary walls are common elements.
3. Style of unit is depicted as A, B, C, D, E, or F.

CARTER & BURGESS INC.  
ENGINEERS - PLANNERS  
1000 W. 10th Street, Suite 200, Fort Worth, Texas 76102

20160 0000



**TYPE 5 BUILDING  
SECOND FLOOR PLAN**

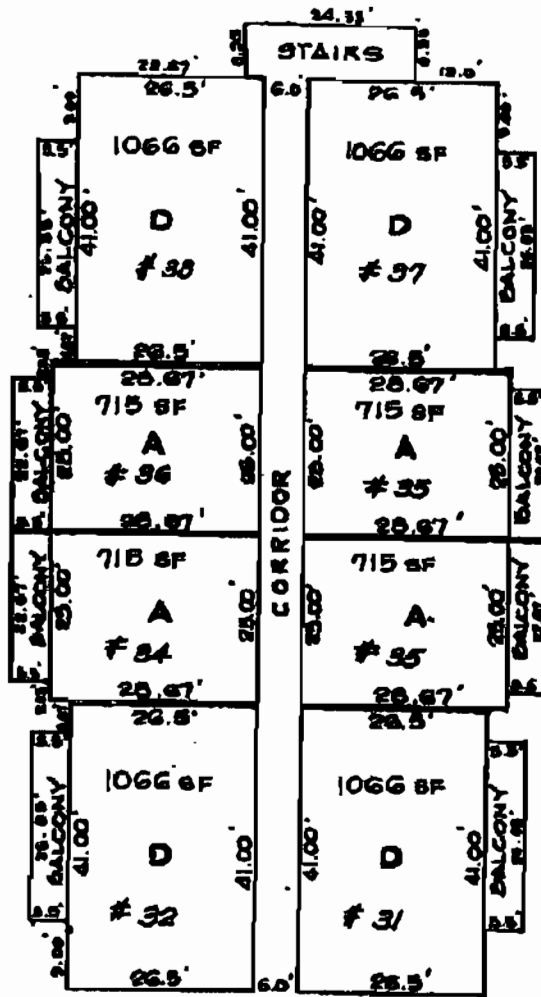
### GENERAL NOTES

1. The dimensions and limits of the individual units are along the interior faces of the boundary walls as indicated by the heavy lines, and are typical for like units. These dimensions are based on drawings, plans, and data prepared by Loftice Architects.
2. All boundary walls are common elements.
3. Style of unit is depicted as A, B, C, D, E, or F.

79160 1964

CANTER & BURGESS INC.  
PHOTOGRAPHS • FILMS • SLIDES  
1000 14TH STREET, S.W. WASHINGTON, D.C. 20045

SCALE: 1" = 20'



## TYPE 5 BUILDING THIRD FLOOR PLAN

### GENERAL NOTES

1. The dimensions and limits of the individual units are along the interior faces of the boundary walls as indicated by the heavy lines, and are typical for like units. These dimensions are based on drawings, plans, and data prepared by Lofice Architects.
2. All boundary walls are common elements.
3. Style of unit is depicted as A, B, C, D, E, or F.

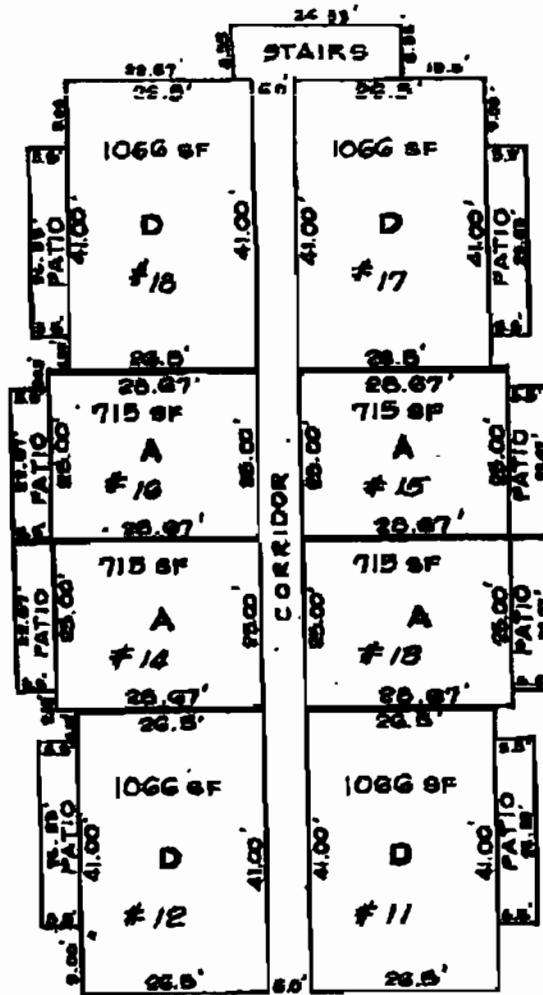
CARTER & KINGSLEY INC.  
ENGINEERS • PLANNERS

79160 0365

BUILDING 5

Page 70 of 94

SCALE: 1" = 20'



## TYPE 5 BUILDING FIRST FLOOR PLAN

### GENERAL NOTES

1. The dimensions and limits of the individual units are along the interior faces of the boundary walls as indicated by the heavy lines, and are typical for like units. These dimensions are based on drawings, plans, and data prepared by Loftice Architects.
2. All boundary walls are common elements.
3. Style of unit is depicted as A, B, C, D, E, or F.

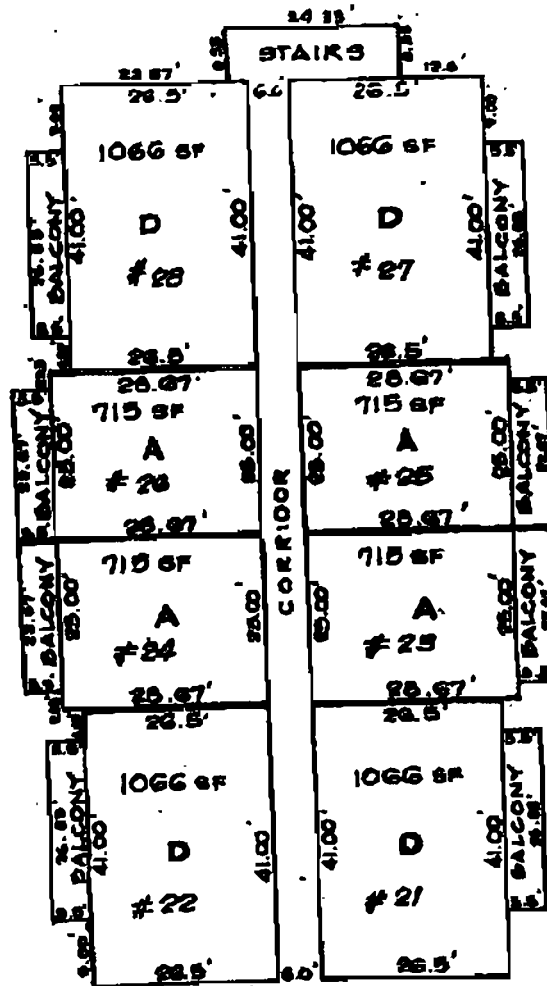
79160

6966

CARTER G. BURCH, P.E.  
ENGINEERS - PLANNERS  
1100 WALTON STREET, SUITE 100, DALLAS, TEXAS 75201

## BUILDING G

SCALE: 1/4" = 1'-0"



## TYPE 5 BUILDING SECOND FLOOR PLAN

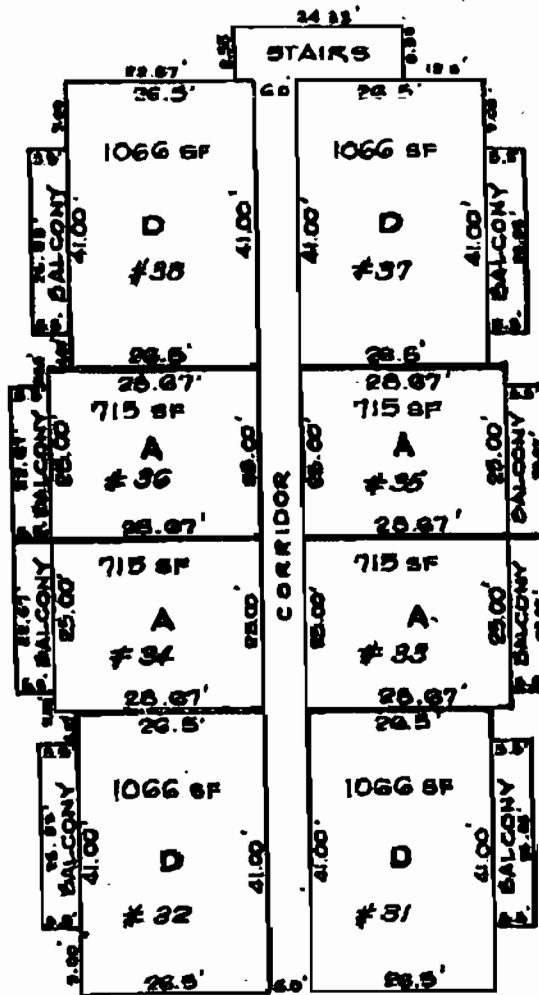
### GENERAL NOTES

1. The dimensions and limits of the individual units are along the interior faces of the boundary walls as indicated by the heavy lines, and are typical for like units. These dimensions are based on drawings, plans, and data prepared by Loflice Architects.
2. All boundary walls are common elements.
3. Style of unit is depicted as A, B, C, D, E, or F.

79160 1987

CARTER & BURGESS, INC.  
ENGINEERS & PLANNERS  
1100 MAIN STREET, FORT WORTH, TEXAS 76102

SCALE: 1/4" = 1'-0"



## TYPE 5 BUILDING THIRD FLOOR PLAN

### GENERAL NOTES

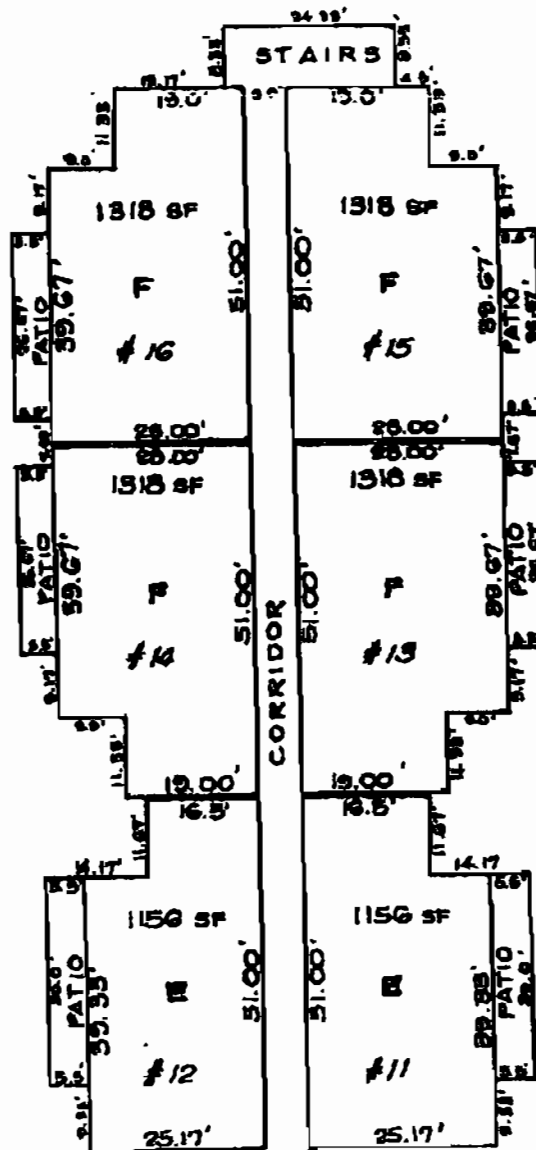
1. The dimensions and limits of the individual units are along the interior faces of the boundary walls as indicated by the heavy lines, and are typical for like units. These dimensions are based on drawings, plans, and data prepared by Loffice Architects.
2. All boundary walls are common elements.
3. Style of unit is depicted as A, B, C, D, E, or F.

79160 1968

CARTER & FURCHES, INC.  
ENGINEERS - PLANNERS  
100 N. 1ST ST. SUITE 1000  
MINNEAPOLIS, MN 55401



SCALE: 1" = 20'



## TYPE G BUILDING FIRST FLOOR PLAN

### GENERAL NOTES

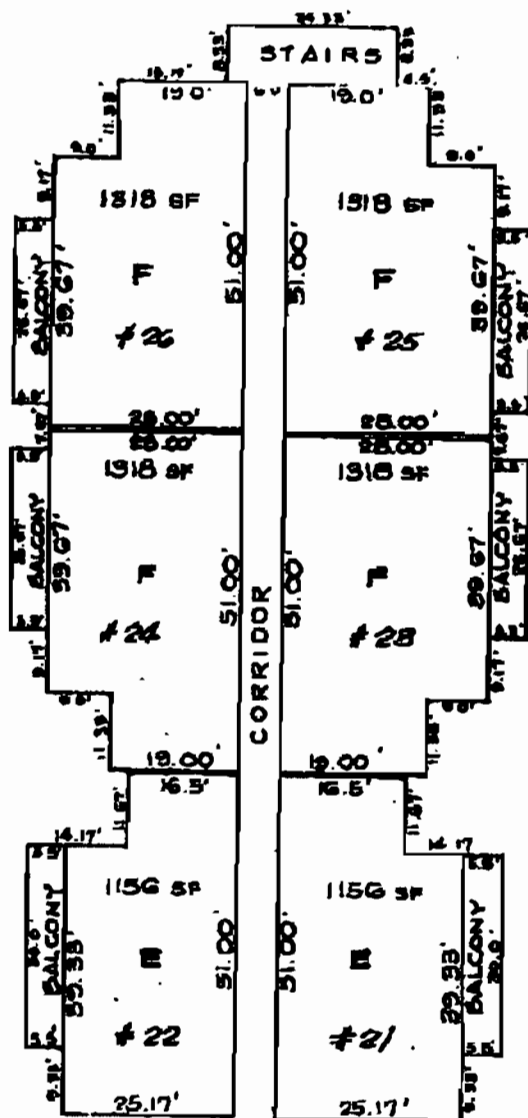
1. The dimensions and limits of the individual units are along the interior faces of the boundary walls as indicated by the heavy lines, and are typical for like units. These dimensions are based on drawings, plans, and data prepared by Loffice Architects.
2. All boundary walls are common elements.
3. Style of unit is depicted as A, B, C, D, F, or G.

29160

0302

CARTER & BURNESS INC.  
ENGINEERS • PLANNERS

**STAIRS**



**TYPE 6 BUILDING  
SECOND FLOOR PLAN**

### GENERAL NOTES

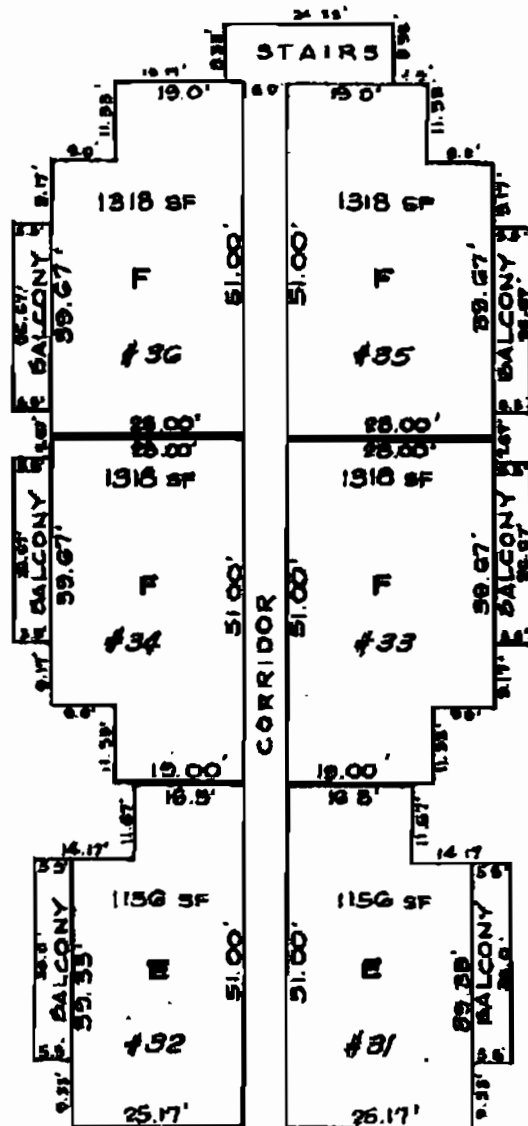
1. The dimensions and limits of the individual units are along the interior faces of the boundary walls as indicated by the heavy lines, and are typical for the units. These dimensions are based on drawings, plans, and data prepared by Loftice Architects.
2. All boundary walls are common elements.
3. Style of unit is depicted as A, B, C, D, E, or F.

79160

1970

1. CATER & ASSOCIATES, INC.  
1000 S. 10TH AVE. - 7TH FLOOR  
MILWAUKEE, WISCONSIN 53233

SCALE: 1" = 20'



## TYPE 6 BUILDING THIRD FLOOR PLAN

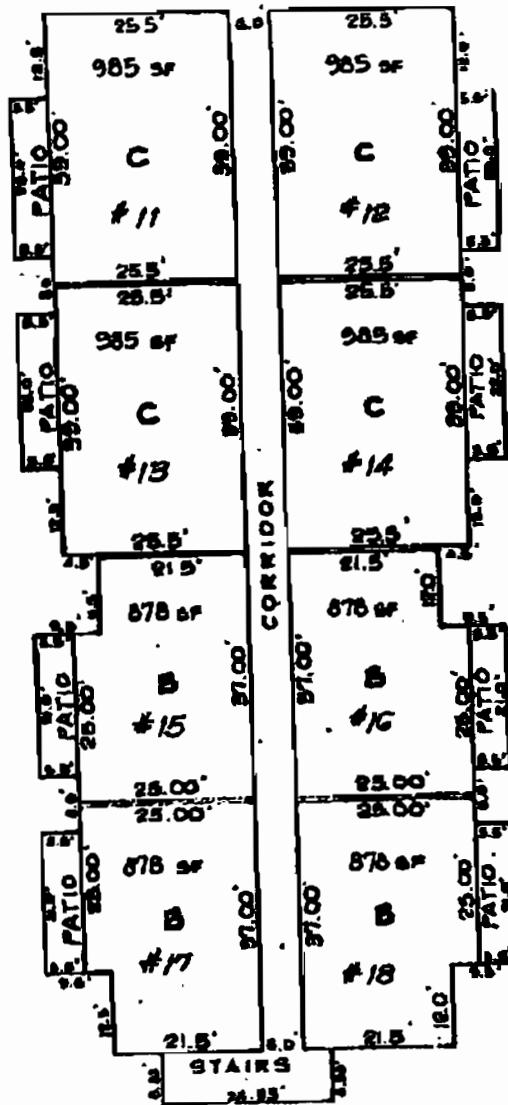
### GENERAL NOTES

1. The dimensions and limits of the individual units are along the interior faces of the boundary walls as indicated by the heavy lines, and are typical for like units. These dimensions are based on drawings, plans, and data prepared by Loftica Architects.
2. All boundary walls are common elements.
3. Style of unit is depicted as A, B, C, D, E, or F.

LOFTICA ARCHITECTS, INC.  
LOW FLOOR PLANNERS  
100 WALL STREET, SUITE 2000, NEW YORK, NY 10038

79160 00771

SCALE 1" = 20'



## TYPE 2 BUILDING FIRST FLOOR PLAN

### GENERAL NOTES

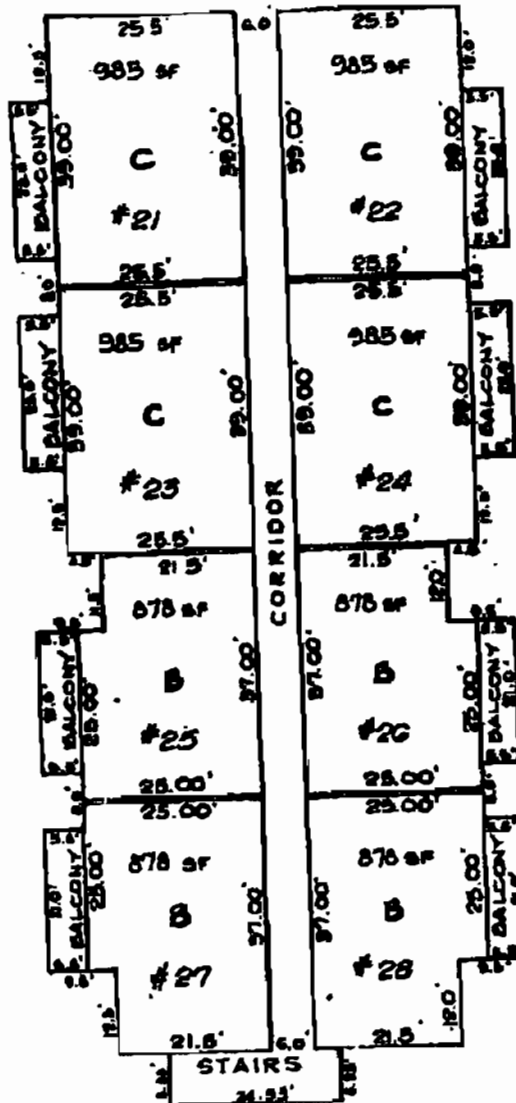
1. The dimensions and limits of the individual units are along the interior faces of the boundary walls as indicated by the heavy lines, and are typical for like units. These dimensions are based on drawings, plans, and data prepared by Loftica Architects.
2. All boundary walls are common elements.
3. Style of unit is depicted as A, B, C, D, E, or F.

**CARTER & BURGESS, INC.**  
ENGINEERS - PLANNERS  
1110 MACON STREET / FORT WORTH, TEXAS 76102

79160 0372

# BUILDING 1

SCALE 1" = 20'



## TYPE 2 BUILDING SECOND FLOOR PLAN

### GENERAL NOTES

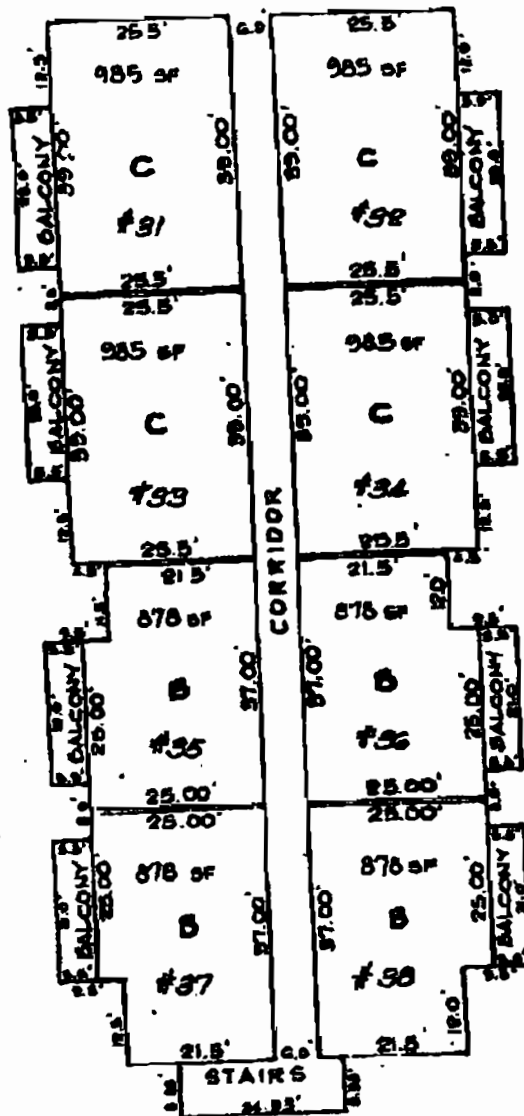
1. The dimensions and limits of the individual units are along the interior faces of the boundary walls as indicated by the heavy lines, and are typical for like units. These dimensions are based on drawings, plans, and data prepared by Loftice Architects.
2. All boundary walls are common elements.
3. Style of unit is depicted as A, B, C, D, E, or F.

CARTER & BUZZESS, INC.  
ENGINEERS + PLANNERS  
10000 S. 100th Ave., Suite 100  
Omaha, NE 68147

79160 (0973)

## BUILDING II

SCALE 1" = 20'



## TYPE 2 BUILDING

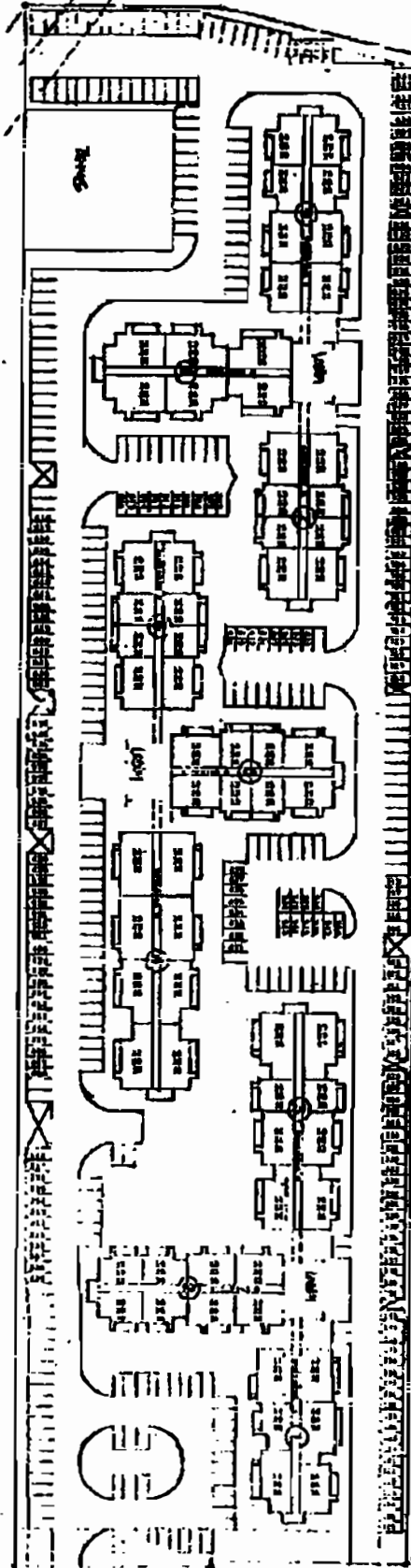
### THIRD FLOOR PLAN

**GENERAL NOTES**

1. The dimensions and limits of the individual units are along the interior faces of the boundary walls as indicated by the heavy lines, and are typical for like units. These dimensions are based on drawings, plans, and data prepared by Loflice Architects.
2. All boundary walls are common elements.
3. Style of unit is depicted as A, B, C, D, E, or F.

CAHILL GRIFFIN ASSOCIATES, P.C.  
ARCHITECTS & PLANNERS  
100 WALL STREET, NEW YORK, N.Y. 10038

20100 0074



79160

1975

Percentage of Undivided Shares in the Common Elements and  
of Sharing Common Expenses Appurtenant to Each Unit

The following schedule sets forth for each phase the percentage of ownership of the common elements, which is also the percentage of sharing common expenses and surplus appurtenant to each unit:

		Phase 1	Phase 2	Phase 3
To be completed by:		December 31, 1979	June 30, 1980	December 31, 1980
Number of Units to be added:		66	72	66
Total Units:		66	138	204
Building 1	111	1.062785%	.523104%	.351932%
	112	1.58451%	.779901	.524700
	113	1.305072	.642358	.432163
	114	1.959094	.964269	.648738
	115	1.718295	.845746	.568997
	116	1.464118	.720640	.484830
	121	1.832749	.902081	.606898
	122	1.58451%	.779901	.524700
	123	1.305072	.642358	.432163
	124	1.959094	.964269	.648738
	125	1.718295	.845746	.568997
	126	1.464118	.720640	.484830
	131	1.832749	.902081	.606898
	132	1.58451%	.779901	.524700
	133	1.305072	.642358	.432163
	134	1.959094	.964269	.648738
	135	1.718295	.845746	.568997
	136	1.464118	.720640	.484830
		<u>28.821574%</u>	<u>14.186008%</u>	<u>9.544012%</u>
Building 2	211	1.464118%	.720641%	.484830%
	212	1.464118	.720641	.484830
	213	1.464118	.720641	.484830
	214	1.464118	.720641	.484830
	215	1.305072	.642358	.432163
	216	1.305072	.642358	.432163
	217	1.305072	.642358	.432163
	218	1.305072	.642358	.432163
	221	1.464118	.720641	.484830
	222	1.464118	.720641	.484830
	223	1.464118	.720641	.484830
	224	1.464118	.720641	.484830
	225	1.305072	.642358	.432163
	226	1.305072	.642358	.432163
	227	1.305072	.642358	.432163
	228	1.305072	.642358	.432163
	231	1.464118	.720641	.484830
	232	1.464118	.720641	.484830
	233	1.464118	.720641	.484830
	234	1.464118	.720641	.484830
	235	1.305072	.642358	.432163
	236	1.305072	.642358	.432163
	237	1.305072	.642358	.432163
	238	1.305072	.642358	.432163
		<u>33.230280%</u>	<u>16.355988%</u>	<u>11.003916%</u>

79160 1976



Phase Document Page 81 of 94 Phase

1

2

3

Building 3	311	1.7182956	.8457466	.5689978
	312	1.718295	.845746	.568997
	313	1.584517	.779901	.524700
	314	1.584517	.779901	.524700
	315	1.062786	.523104	.351932
	316	1.062786	.523104	.351932
	317	1.959093	.964269	.648738
	318	1.959093	.964269	.648738
	321	1.718295	.845746	.568997
	322	1.718295	.845746	.568997
	323	1.584517	.779901	.524700
	324	1.584517	.779901	.524700
	325	1.062786	.523104	.351932
	326	1.062786	.523104	.351932
	327	1.959093	.964269	.648738
	328	1.959093	.964269	.648738
	331	1.718295	.845746	.568997
	332	1.718295	.845746	.568997
	333	1.584517	.779901	.524700
	334	1.584517	.779901	.524700
	335	1.062786	.523104	.351932
	336	1.062786	.523104	.351932
	337	1.959093	.964269	.648738
	338	1.959093	.964269	.648738
		<u>37.9481466</u>	<u>18.6781206</u>	<u>12.5662026</u>

TOTAL PHASE 1 100.0800006

Building 4	411		.7799016	.5247006
	412		.779901	.524700
	413		.779901	.524700
	414		.779901	.524700
	415		.845746	.568997
	416		.845746	.568997
	417		.845746	.568997
	418		.845746	.568997
	421		.779901	.524700
	422		.779901	.524700
	423		.779901	.524700
	424		.779901	.524700
	425		.845746	.568997
	426		.845746	.568997
	427		.845746	.568997
	428		.845746	.568997
	431		.779901	.524700
	432		.779901	.524700
	433		.779901	.524700
	434		.779901	.524700
	435		.845746	.568997
	436		.845746	.568997
	437		.845746	.568997
	438		.845746	.568997
			<u>19.5077646</u>	<u>13.1243646</u>

		Phase 2	Phase 3	
Building 5	511	.7799018	.5247008	
	512	.779901	.524700	
	513	.523104	.351932	
	514	.523104	.351932	
	515	.523104	.351932	
	516	.523104	.351932	
	517	.779901	.524700	
	518	.779901	.524700	
	521	.779901	.524700	
	522	.779901	.524700	
	523	.523104	.351932	
	524	.523104	.351932	
	525	.523104	.351932	
	526	.523104	.351932	
	527	.779901	.524700	
	528	.779901	.524700	
	531	.779901	.524700	
	532	.779901	.524700	
	533	.523104	.351932	
	534	.523104	.351932	
	535	.523104	.351932	
	536	.523104	.351932	
	537	.779901	.524700	
	538	.779901	.524700	
			<u>15.6360608</u>	<u>10.5195848</u>
	Building 6	611	.7799018	.5247008
		612	.779901	.524700
		613	.523104	.351932
		614	.523104	.351932
		615	.523104	.351932
		616	.523104	.351932
		617	.779901	.524700
		618	.779901	.524700
621		.779901	.524700	
622		.779901	.524700	
623		.523104	.351932	
624		.523104	.351932	
625		.523104	.351932	
626		.523104	.351932	
627		.779901	.524700	
628		.779901	.524700	
631		.779901	.524700	
632		.779901	.524700	
633		.523104	.351932	
634		.523104	.351932	
635		.523104	.351932	
636		.523104	.351932	
637		.779901	.524700	
638		.779901	.524700	
			<u>15.6360608</u>	<u>10.5195848</u>
TOTAL PHASE 2		<u>100.0000008</u>		

79160

C97H

Phase  
3

Building 7	711	.524700
	712	.524700
	713	.351932
	714	.351932
	715	.351932
	716	.351932
	717	.524700
	718	.524700
	721	.524700
	722	.524700
	723	.351932
	724	.351932
	725	.351932
	726	.351932
	727	.524700
	728	.524700
	731	.524700
	732	.524700
	733	.351932
	734	.351932
	735	.351932
	736	.351932
	737	.524700
	738	.524700

10.519584

Building 8	811	.568997
	812	.568997
	813	.648738
	814	.648738
	815	.648738
	816	.648738
	821	.568997
	822	.568997
	823	.648738
	824	.648738
	825	.648738
	826	.648738
	831	.568997
	832	.568997
	833	.648738
	834	.648738
	835	.648738
	836	.648738

11.198838

**Phase  
3**

<b>Building 9</b>	<b>911</b>	<b>.4848309</b>
	<b>912</b>	<b>.484830</b>
	<b>913</b>	<b>.484830</b>
	<b>914</b>	<b>.484830</b>
	<b>915</b>	<b>.484830</b>
	<b>916</b>	<b>.432163</b>
	<b>917</b>	<b>.432163</b>
	<b>918</b>	<b>.432163</b>
	<b>921</b>	<b>.432163</b>
	<b>922</b>	<b>.484830</b>
	<b>923</b>	<b>.484830</b>
	<b>924</b>	<b>.484830</b>
	<b>925</b>	<b>.484830</b>
	<b>926</b>	<b>.432163</b>
	<b>927</b>	<b>.432163</b>
	<b>928</b>	<b>.432163</b>
	<b>931</b>	<b>.484830</b>
	<b>932</b>	<b>.484830</b>
	<b>933</b>	<b>.484830</b>
	<b>934</b>	<b>.484830</b>
	<b>935</b>	<b>.484830</b>
	<b>936</b>	<b>.432163</b>
	<b>937</b>	<b>.432163</b>
	<b>938</b>	<b>.432163</b>

**11.0039160**

**TOTAL PHASE 3**

**100.0000000**

11.  
79160 C980

**HEARTWOOD NORTH CONDOMINIUMS**

**Phase 1  
% Of Ownership Schedule**

<u>Type Unit</u>	<u>Sq.Ft.</u>	<u>No. of Units</u>	<u>Total Sq.Ft.</u>	<u>Percent</u>	<u>Aggregate Percent</u>
A	715	7	5,005	.0106278	.0744
B	878	15	13,170	.0130507	.1958
C	985	15	14,775	.0146411	.2196
D	1,066	9	9,594	.0158451	.1426
D <sup>1</sup>	1,233	2	2,466	.0183274	.0366
E	1,156	9	10,404	.0171829	.1547
F	1,318	9	11,862	.0195909	.1763
		66	67,276		1.00000

**PHASE 1**

3 Buildings - 66 Units  
135 Parking Spaces Required  
238 Parking Spaces Provided  
67,276 Square Feet Living Area

79160 (1981

**HEARTWOOD NORTH CONDOMINIUMS**

**Phase 2  
% Of Ownership Schedule**

<u>Type Unit</u>	<u>Sq.Ft.</u>	<u>No. of Units</u>	<u>Total Sq.Ft.</u>	<u>Percent</u>	<u>Aggregate Percent</u>
A	715	31	22,165	.0052310	.1622
B	878	15	13,170	.0064236	.0964
C	985	15	14,775	.0072064	.1081
D	1,066	45	47,970	.0077990	.3509
D <sup>1</sup>	1,233	2	2,466	.0090208	.0180
E	1,156	21	24,276	.0084575	.1776
F	1,318	9	11,862	.0096427	.0868
		138	136,684		1.00000

**PHASE 2**

6 Buildings - 138 Units  
274 Parking Spaces Required  
336 Parking Spaces Provided  
136,684 Square Feet Living Area

70160 1982

**HEARTHWOOD NORTH CONDOMINIUMS**

**Phase 3  
% Of Ownership Schedule**

<u>Type Unit</u>	<u>Sq.Ft.</u>	<u>No. of Units</u>	<u>Total Sq.Ft.</u>	<u>Percent</u>	<u>Aggregate Percent</u>
A	715	43	30,745	.0035193	.1513
B	878	27	23,706	.0043216	.1167
C	985	27	26,595	.0048483	.1309
D	1,066	57	60,762	.0052470	.2991
D <sup>1</sup>	1,233	2	2,466	.0060690	.0122
E	1,156	27	31,212	.0056900	.1536
F	1,318	21	27,678	.0064874	.1362
		204	203,164		1.0000%

**PHASE 3**

9 Buildings - 204 Units  
407 Parking Spaces Required  
460 Parking Spaces Provided  
203,164 Square Feet Living Area

79160 (983)

U S HOME CORP  
13773 N. CENTRAL EXWY #1142  
DALLAS TX 75243

AUG 16 1979

CLERK  
DALLAS COUNTY

*L. E. Murdoch*

STATE OF TEXAS COUNTY OF DALLAS  
I hereby certify that this instrument was filed on the  
date and time stamped herein by me and was duly re-  
corded in the volume and page of the current records  
of Dallas County, Texas as stamped herein by me.

AUG 16 1979



*L. E. Murdoch*  
CLERK, Dallas County, Texas

79160 1984



DEED RECORD

SUPPLEMENTAL DECLARATION  
OF MERGER AND ANNEXATION

A

5913

0

11.00 DEED  
1 12/28/79

STATE OF TEXAS

X

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DALLAS

X

THIS DECLARATION is made on the date set forth below by U.S. HOME CORPORATION, hereinafter called "Declarant",

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the County of Dallas, State of Texas, which is more particularly described on the attached Exhibit "A", and

WHEREAS, by a Condominium Declaration, hereinafter called "Declaration", filed on August 16, 1979, and recorded in Volume 76160, Page 910, of the Condominium Records of Dallas County, Texas, the Declarant therein restricted HEARTHWOOD NORTH I, PHASE I, consisting of sixty-six (66) units, to Condominium ownership; and

WHEREAS, the above referenced Declaration provides in Paragraph 21 that the Declarant may annex additional property to HEARTHWOOD NORTH I, PHASE I, as defined therein; and

WHEREAS, the Declarant is desirous of annexing and merging the adjoining tracts described as PHASE II and PHASE III respectively in the Declaration;

NOW THEREFORE, Declarant hereby declares that all of the property described above as PHASE II and PHASE III in the Declaration shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions set forth in the Declaration for HEARTHWOOD NORTH I, PHASE I, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property described above. The said easements, restrictions, covenants and conditions shall run with the above described property and shall be binding on all parties having or acquiring any right, title or interest in the said property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner and lessee thereof.

The property described in the plat of HEARTHWOOD NORTH I as PHASE II and PHASE III, which description is attached hereto as Exhibit "A" shall become

79251 2136

a part of the regime, as defined in the Declaration, and the units shown on the plat of PHASE II and PHASE III respectively, shall become units as defined in the Declaration and from and after the filing hereof, HEARTHWOOD NORTH I, PHASE II and PHASE III, shall be a part of the regime as if it had been originally described in the Declaration and the percentage of ownership interest in the Common Areas is hereby reallocated and established among the total two hundred and four (204) units as set out in Exhibit "B" of the said Condominium Declaration.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereto set his hand and seal this 27th day of December, 1979.

U.S. HOME CORPORATION

By Michael J. Richardson

ATTEST:

Lyman Smith  
Secretary

73251 2137

## EXHIBIT "A"

**LEGAL DESCRIPTION**  
**F. D. HAMILTON SURVEY**  
**DALLAS COUNTY, TEXAS**  
**PHASE II, HEARTHWOOD**

Being a parcel tract of land in the F. D. Hamilton Survey, Abstract No. 647, City of Dallas, Block 8415 and A/8415, Dallas County, Texas, and being part of the same tract conveyed by Martha Elaine Reddick Presley, et al, to Ralph E. Graham as recorded in Vol. 71084, page 1432, and being all of Lots 1 and 2 of Block A/8415 of Allen Estates as recorded in Volume 46, page 231, Dallas County Deed Records, and all of Golden Acres Drive and a 10 ft. alley adjacent as abandoned by City Ordinance #15800 and being more particularly described as follows:

BEGINNING at the northeast corner of Pinyon Tree Apartment Addition to the City of Dallas as recorded in Vol. 69081, page 2239 of the Deed Records of Dallas County, Texas, said point being in the west right-of-way of Abrams Road (100 foot right-of-way at this point).

THENCE S 89°41'10" W, along the north line of said Pinyon Tree Apartment Addition, a distance of 1,173.29 feet;

THENCE N 0°18'50" W, a distance of 122.00 feet;

THENCE N 89°41'10" E, a distance of 139.79 feet;

THENCE S 0°18'50" E, a distance of 72.00 feet;

THENCE N 89°41'10" E, a distance of 127.00 feet;

THENCE N 0°18'50" W, a distance of 131.00 feet;

THENCE N 89°41'10" E, a distance of 150.43 feet;

THENCE N 0°15'03" W, a distance of 139.84 feet;

THENCE N 89°44'57" E, partially along the south line of the Chimney Hill Addition as recorded in Vol. 71208, page 2232, Deed Records of Dallas County, Texas, a distance of 750.00 feet to an iron rod set for a corner in the west right-of-way line of Abrams Road (75 foot right-of-way at this point);

THENCE S 0°28'42" E, along the west right-of-way of Abrams Road, a distance of 160.01 feet to an iron rod set for a corner;

Carter & Burgess, Inc.  
February 8, 1979

Phase II  
C&B No. 7853602  
Page 1 of 2

Document Page 92 of 94

THENCE N 89°44'57" E, a distance of 5.00 feet to an iron rod set for a corner;

THENCE S 0°28'42" E, along the west right-of-way of Abrams Road, a distance of 160.00 feet to an iron pipe found at the POINT OF BEGINNING and containing 6.7020 acres (291,939 S.F.) of land.

UNOFFICIAL

Carter & Burgess, Inc.  
February 8, 1979

Phase II  
C&B No. 7853602  
Page 2 of 2

PAGE

79251 2139

LEGAL DESCRIPTION  
F. D. HAMILTON SURVEY  
DALLAS COUNTY, TEXAS  
PHASE III, HEARTHWOOD

Being a parcel tract of land in the F. D. Hamilton Survey, Abstract No. 647, City of Dallas, Block 8415 and A/8415, Dallas County, Texas, and being part of the same tract conveyed by Martha Elaine Reddick Presley, et al, to Ralph E. Graham as recorded in Vol. 71084, page 1432, and being all of Lots 1 and 2 of Block A/8415 of Allen Estates as recorded in Volume 46, page 231, Dallas County Deed Records, and all of Golden Acres Drive and a 10 ft. alley adjacent as abandoned by City Ordinance #15800 and being more particularly described as follows:

BEGINNING at the northeast corner of Pinyon Tree Apartment Addition to the City of Dallas as recorded in Vol. 69081, page 2239 of the Deed Records of Dallas County, Texas, said point being in the west right-of-way of Abrams Road (100 foot right-of-way at this point).

THENCE S  $89^{\circ}41'10''$  W, along the north line of said Pinyon Tree Apartment Addition, a distance of 1,238.29 feet;

THENCE N  $0^{\circ}18'50''$  W, a distance of 167.36 feet;

THENCE N  $11^{\circ}26'27''$  E, a distance of 167.50 feet;

THENCE N  $89^{\circ}44'57''$  E along the south line of the Chimney Hill Addition as recorded in Vol. 71208, page 2232, Deed Records of Dallas County, Texas, a distance of 1,198.25 feet to an iron rod set for a corner in the west right-of-way of Abrams Road (75 foot right-of-way at this point);

THENCE S  $0^{\circ}28'42''$  E, along the west right-of-way of Abrams Road, a distance of 160.01 feet to an iron rod set for a corner;

THENCE N  $89^{\circ}44'57''$  E, a distance of 5.00 feet to an iron rod set for a corner;

THENCE S  $0^{\circ}28'42''$  E, along the west right-of-way of Abrams Road, a distance of 160.00 feet to an iron pipe found at the POINT OF BEGINNING and containing 9.03 acres (393,369 S.F.) of land.

VOL PAGE

79251 2140

Center & Burgess, Inc.  
March 7, 1979

Phase III  
C&B No. 7853602  
Page 1 of 1

UNOFFICIAL

STATE OF TEXAS COUNTY OF DALLAS  
I hereby certify that this instrument was filed on this  
date and then stamped hereto by me and was duly  
recorded in the volume and page of the named records  
of Dallas County, Texas as stamped herein by me.

DEC 28 1979



*R.E. Maddox*

COUNTY CLERK, Dallas County, Texas

U.S. House  
13773 N.O. Central Expressway  
Dallas Texas 75245

Return to:

15264 2141